STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

REQUEST FOR PROPOSALS
FOR
ENTERPRISE RESOURCE PLANNING (ERP)
SOFTWARE AND SERVICES

RFP NUMBER: 317.03-134

October 21, 2005
Revised January 30, 2006

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Contract Attachment A: *(This attachment intentionally left blank.)*

1   INTRODUCTION

1.1   Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services and products at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure contracts for Enterprise Resource Planning (ERP) software and related implementation, support and maintenance services. An ERP system is commercially-available software that will be used to perform the State's administrative business functions such as financial accounting, procurement, payroll and personnel administration. The solution to be implemented as a result of this RFP has been named Edison by the State. Edison will be the software package that provides functionality similar to current State systems providing central financial and human resources functionality but all in one, fully integrated system.

At a minimum, the State anticipates awarding at least two (2) contracts pursuant to this procurement process: one for integration services and one for the ERP software itself. The integration services vendor shall be referred to as the "Integrator"; and the provider of the core ERP software shall be referred to as the "Primary Software Vendor." There may be other contracts as well, depending upon the number of distinct software items required for the system solution.

In the interest of obtaining the best value for the State of Tennessee, the Edison project RFP will incorporate a Best and Final Offer (BAFO) process. Initially, Proposers will submit a Technical Proposal only. The State will score this initial Technical Proposal, using the Technical Proposal & Evaluation Guide (RFP Attachment 6.3). Contemporaneous with this scoring process, the State will develop BAFO request documents and when the initial scoring process is complete, the State will distribute these documents to the Proposers. These initial scores will then be carried forward into the BAFO Proposal scoring round. Regardless of the outcome the initial scoring process, all Proposers are allowed to proceed to the BAFO process, which entails the Proposers responding to the BAFO requests, clarifying or supplementing their Technical Proposals, and submitting the clarifications/supplements along with a BAFO Cost Proposal. Proposers must submit their BAFO Proposals (including both Technical and Cost Proposals) by the deadline listed in RFP Section 2, RFP Schedule of Events. Evaluators will then rescore Proposal sections for which the Proposers have provided clarified or supplemental information; these are the only sections that evaluators may rescore. The Software Demonstrations and RFP Attachment 6.3, Section A – Mandatory Requirement A.1 through A.5 will not be reevaluated or rescored. (See RFP Attachment 6.20 for a complete description of the BAFO process.) Except as specifically otherwise indicated in writing by the State, or where provisions are clearly not applicable, all provisions of the RFP governing the initial proposal shall also apply to the BAFO proposal process.

Readers of this RFP may, from time to time, encounter unfamiliar terms and acronyms. The State has attempted to define these in the glossary in RFP Attachment 6.15.

1.1.1   Drivers for New ERP System.

There are numerous drivers that support the need for a new ERP system, including the following:

- The current systems do not meet the State's business needs. As a result of these unmet needs:

  - The State's business processes are less efficient and effective than they could be.

- Agencies continue to spend significant amounts of money maintaining systems with functionality that is contained in ERP systems. This money could be spent toward the implementation of a single, statewide ERP system.

- New technology-enabled processes that could save the State time and money are not feasible with current systems. Examples of these needs include web-based customer applications such as vendor self-service and employee self-service.

- Numerous disparate State systems are used to meet the State's existing administrative business needs. Currently, there are more than twenty (20) systems that support human resources and payroll administration, and more than fifty (50) systems that support financial management, procurement, and other administrative areas. Having such a fragmented legacy systems environment has the following drawbacks:

  - Data is fragmented and often cannot be tied together relationally, making it difficult to generate management information timely and accurately;

  - Systems are costly to maintain and operate (e.g., data must be reconciled among the various systems, numerous interfaces must be maintained, etc.); and

  - Systems are difficult to use. Often State employees must work with several of these systems, and each system has its own unique presentation to the user.

- The technology of the State's administrative systems is dated. Some of the systems are twenty (20) to thirty (30) years old, and as a result:

  - The State is unable to easily implement new (and even not-so-new) technologies (e.g., Internet-based technologies, bar coding);

  - It is often difficult to modify the systems as many changes must be made to the actual computer code instead of simply changing configuration table entries to make the changes, as is the case in more modern systems;

  - The State is exposed to significant systems risk. Some technologies are becoming obsolete and will eventually become difficult to replace, and it will become increasingly difficult to find people to maintain these systems.;

  - The staff with skills that maintain these systems are rapidly approaching retirement; and

  - The systems are difficult to use as they lack the modern, Windows-based, common user interfaces that system users are accustomed to using (e.g., email, office applications, Internet browsing).

The implementation of a statewide ERP system is expected to address the business needs and systems problems described above. State leadership believes that improved business processes and technology can relieve substantial administrative burden, enabling State employees to better serve the needs of the citizenry.

1.1.2   Mandatory Proposer Requirements.

The State is seeking a vendor (the "Prime Vendor") that will be responsible for providing both a complete software solution and all requested services. The Prime Vendor may team with multiple firms in its proposal but there can be only one Prime Vendor that will execute the contract expected to result from this RFP (see RFP Attachment 6.1, Pro Forma Integrator Contract) and will coordinate, integrate and be accountable for all products and services proposed. This excludes an arrangement between vendors of joint venturing or joint response to this proposal; such arrangements will not be allowed. The Prime Vendor (also known as the Proposer, Integrator or Contractor in this RFP) shall be the firm primarily providing services under the contract. As mentioned earlier, the State anticipates awarding an additional contract to the Primary Software Vendor, the vendor that owns the core ERP software upon which Edison will be based; this vendor will be a subcontractor to the Prime Vendor. By the inclusion of other vendors (i.e., subcontractors) in the response, the Prime Vendor agrees to accept full responsibility for the performance of all other participating vendors under this contract, including their products, services and deliverables. As discussed later in this RFP, the Prime Vendor may only appear in one proposal submitted in response to this RFP. Subcontractors, whether

providing software or services, may be included in more than one proposal. Multiple submissions from a firm that is Prime Vendor in a proposal or submission of alternative proposals will be grounds for disqualification of such proposals. Refer to Section 4.3.7 of this RFP.

The State has established mandatory requirements that must be met by all proposals submitted for evaluation. To qualify to submit a proposal, the Proposer must have completed, as the primary provider of implementation services, a state or local public sector implementation of an integrated ERP system (including integrated financial management, procurement and human resources / payroll functionality) for an organization with total annual expenditures (including state and federal appropriations) of at least $12 billion and with at least 25,000 employees. Additionally, the proposed version of the ERP software (including integrated financial management, procurement and human resources / payroll functionality) must be currently in production in a public sector environment which includes, for the ERP software, a city, county or state government or a public or private higher education institution. Please refer to RFP Attachment 6.3, Section B.14, for reference information required to substantiate these requirements. These qualifications are mandatory, and proposals that lack these criteria will be disqualified from evaluation. Please refer to RFP Attachment 6.3, Section A, for additional mandatory criteria for this RFP.

1.1.3   Software Licensing.

As a result of this RFP, the State will execute a Contract with the prime Contractor, also known as the Integrator, and the State will also enter into one or more software licensure agreements with subcontractors to provide software. The provider of the core ERP software is known as the Primary Software Vendor, but all subcontractors providing software are referred to collectively as "software vendors." The State intends to terminate the Contract with the Integrator at the completion of the implementation of the software, which will be upon the State's acceptance of the final Year-End Support Acceptance Checklist. For any non-State standard software that is required for the ERP system, and that requires licensure, the State will enter into direct Software License agreements with each provider of such software. For more information, see *Pro Forma* Integrator Contract Section A.6.

1.1.4   Project Background, Scope and Timeline.

The current Acquisition phase of the State's Edison Project has resulted in the documentation of the State's existing "As Is" business processes, definition of generic "To Be" business processes associated with a new ERP system (see RFP Attachment 6.18, State Business Process Documentation), definition of system requirements for the new Edison system (see RFP Attachment 6.8, ERP Functional Requirements), and the development and release of this Request for Proposal (RFP) for the acquisition of a ERP software and services for the State of Tennessee. The State has engaged Salvaggio, Teal & Associates (STA) to assist with these activities. This phase will be complete when an ERP solution, including software and services, has been selected and contracts with the State are executed. The next phase, the Implementation phase of the Edison Project, will then be initiated. STA will provide support in the form of ERP expertise to the State during all phases of the Edison implementation effort from initial project planning through post-implementation support. STA will be working as the State's partner, and the Proposer should assume that all activities and deliverables assigned to the Proposer in the Scope of Services will be the responsibility of the Proposer.

The Edison project team has documented requirements and business processes in the following functional areas, and is using the following list as its initial scope of functionality for the new Edison system:

♦ Human Resources / Payroll

- Payroll Administration
- Applicant Services
- Benefits Administration
- Classification and Compensation
- Employee Self-Service

- Insurance Administration
- Personnel Administration
- Timekeeping /Leave Accounting
- Training/Employee Development

♦ Financial Management

- Accounts Payable
- Accounts Receivable
- Budgetary Control
- Cash Management/Bank Reconciliation
- Cost Allocation
- General Ledger
- Grant Accounting
- Project Management
- Travel

♦ Budget Administration

♦ Procurement / Logistics

- Asset Management
- Fleet Management
- Inventory
- Plant Maintenance
- Purchasing

♦ Data Warehouse and Business Data Analysis

In this RFP, the application modules listed under Human Resources/Payroll above will be generally referred to as the HR/Payroll modules or HR/Payroll system. The modules listed under Financial Management, Budget Administration, Procurement/Logistics and Data Warehouse and Business Data Analysis will generally be referred to as Financials, Procurement and Logistics. The State is collectively calling the entire new software solution the Edison system, and the group that will be implementing the system Team Edison. Additional information on the Edison Project can be found in RFP Attachment 6.13, Edison Project Background.

During contract negotiations with the successful vendor, or after the contract has been executed, the State may choose to remove the following software modules and their associated implementation services from the ERP system scope:

♦ Budget Administration
♦ Applicant Services
♦ Fleet Management
♦ Data Warehouse and Business Data Analysis
♦ Travel

See RFP Section 5.3.4 and RFP Attachment 6.1, Contract Section A.3 for criteria for exclusion and other details concerning such scope reductions.

The expected timeline for the Implementation phase of the Edison Project is a start date of July 5, 2006, with Human Resources/Payroll functionality going into production with the start of the new calendar year 2008 (January 1, 2008). To accommodate normal State business operations, the Edison system will be available for production usage prior to that date so that State business commences on that date. The State would like to deploy the Financials and Procurement / Logistics functionality in multiple waves, with a balanced schedule of deploying agencies over no more than

nine (9) months, favoring the core central agencies first. The first wave would deploy at the start of the new State fiscal year 2009 (July 1, 2008). The State has not scheduled agencies and deployment dates at this time nor made a more definitive list of "core central agencies", and is looking to the Proposer for a schedule that best mitigates project risk and allows later deployments to benefit from lessons learned in the earlier waves.

1.1.5   State Benchmarking Process.

The State of Tennessee is planning to assess its administrative functions through a benchmarking process established by the National Association of State Auditors, Comptrollers, and Treasurers (NASACT). The benchmarking effort will assess the accounting functions, purchasing functions, HR/payroll functions and information technology functions. The assessment will compare the State's metrics with both the private sector and other states. The study will be conducted in the fall of 2005 with a report of results provided in the winter of 2005-2006. The report should indicate what efforts the State should include to improve its administrative processes. It is the State's intent to make these improvements throughout the implementation of the new Edison system, with those improvements being supported by Edison. Once the Edison implementation has been concluded and the system stabilized, another benchmark assessment will be made to identify whether the needed improvements have been made and can be supported by Edison. The benchmarking effort will provide a snapshot of the current processes and a measure of the results of moving the State's administrative functions to what is considered best practices within those functions.

1.1.6   Tennessee Information Technology Methodology.

The Proposer shall utilize the State's Information Technology Methodology (ITM) in the development of its project management approach to the ERP Project. The Project Management Processes of the ITM are concerned with organizing and controlling the work of the project and extend over one or more Product Development Phases. The Product Development Phases are concerned with developing the product that the project is intended to produce. Since the State's ITM is defined at a high-level for use on all types and sizes of IT projects, the Proposer shall develop a detailed methodology within the guidelines of the State's ITM and development standards for use in the configuration, development and future maintenance of the ERP solution. Please see Section B.3.1 and Section B.3.2 in Contract Attachment B, ERP Scoping Information, for more information regarding the State's ITM.

1.1.7   Reference Checking Process.

As a part of its evaluation, the State will evaluate reference check questionnaires that have been completed by the customers of the Proposer and of the Primary Software Vendor. **The Proposer is solely responsible for obtaining and submitting these reference check questionnaires as a part of its Technical Proposal.** Since this process can be labor and time intensive, and since the State will not accept late reference check questionnaires, the Proposer is encouraged to begin the process of collecting these completed questionnaires as soon as possible after receiving the RFP. See RFP Attachment 6.3, Section B.14 for instructions and requirements pertaining to the reference check questionnaires.

1.2   Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Integrator Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3   Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Director of Resource Development and Support
12th Floor, Wm. R. Snodgrass Building
312 8th Avenue North, Nashville, Tennessee 37243
(615) 741-6049

**1.4	Assistance to Proposers with a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.5	RFP Communications**

1.5.1	**Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

1.5.1.1	Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.

Travis Johnson
Department of Finance and Administration
17th Floor, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, Tennessee 37243
(615) 741-5727
(615) 532-0471 Fax
travis.johnson@state.tn.us

1.5.1.2	Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2	The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-317.03-134

1.5.3	Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4	Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall <u>not</u> substitute for actual receipt of a communication or proposal by the State.

1.5.5   The RFP Coordinator <u>must</u> receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.5.6   The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.5.7   The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.

1.5.8   Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

1.5.9   The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (*e.g.*, written, facsimile, electronic mail, or Internet posting). Important documents will be posted on the following Website:

http://state.tn.us/finance/oir/pcm/rfps.html

1.5.10   Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6   Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name

- name and title of a contact person

- address, telephone number, email address and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal; however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7   Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8   Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, et seq., above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and **each potential Proposer shall be limited to a two attendees due to space limitations**. The conference will be held at:

Multimedia Room
3rd Floor Conference Center
Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, Tennessee 37243

2   RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	**TIME**	**DATE** (**all** dates are state business days)
1. State Issues RFP		**October 21, 2005**
2. Disability Accommodation Request Deadline		**October 28, 2005**
3. Pre-proposal Conference	**10:00 a.m.**	**November 1, 2005**
4. Notice of Intent to Propose Deadline		**November 7, 2005**
5. Written Comments Deadline		**November 14, 2005**
6. State Responds to Written Comments		**December 13, 2005**
7. Follow-Up Written Comments Deadline		**December 22, 2005**
8. State Responds to Follow-Up Written Comments		**January 30, 2006**
9. Initial Technical Proposal Deadline	**2:00 p.m.**	**February 13, 2006**
10. Complete Initial Technical Proposal Scoring		**March 10, 2006**
11. Software Demonstrations		**March 13 – March 31, 2006**
12. State Completes Technical Proposal Evaluations		**April 3, 2006**
13. State Distributes BAFO Requests		**April 20, 2006**
14. Conduct Pre-BAFO Proposal Conference (If Required)		**April 26, 2006**
15. BAFO Proposal (Technical and Cost) Deadline	**2:00 p.m.**	**May 5, 2006**
16. State Completes BAFO Technical Proposal Evaluation		**May 15, 2006**

EVENT	TIME	DATE (<u>all</u> dates are state business days)
17. State Opens BAFO Cost Proposals and Calculates BAFO Final Scores	**3:00 p.m.**	**May 16, 2006**
18. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	**9:00 a.m.**	**May 17, 2006**
19. Contract Negotiations with Software Providers		**May 18 – May 24, 2006**
20. Contract Signing		**June 2, 2006**
21. Contract Signature Deadline		**June 12, 2006**
22. Vendor Submits Letter of Credit		**June 15, 2006**
23. Contract Start Date		**July 5, 2006**

3   PROPOSAL REQUIREMENTS

Each Proposer must submit proposals in response to this RFP in accordance with the provisions of RFP Section 3, including its subsections. There will be two distinct Proposal processes: (1) Initial Proposal, also known as "Round 1," and consisting of a Technical Proposal only; and (2) BAFO Proposal, also known as "Round 2." The BAFO process is further described in RFP Attachment 6.20.

3.1   Initial Proposal Form and Delivery

3.1.1   The Proposer will provide an initial Technical Proposal in response to this RFP (as described below).

3.1.2   Each Proposer must submit one (1) original and fifteen (15) copies of the initial Technical Proposal to the State in a sealed package that is clearly marked:

"Initial Technical Proposal in Response to RFP- 317.03-134 - Do Not Open"

The State also requires thirty (30) CD copies of the Technical Proposal, as described in RFP Section 3.3.4, below.

3.1.3   The State must receive all initial Technical Proposals in response to this RFP, at the following address, no later than the Initial Technical Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

> Department of Finance and Administration
> Office for Information Resources
> 17th Floor, William R. Snodgrass TN Tower
> 312 8th Avenue North
> Nashville, TN 37243

3.1.4   A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2   BAFO Proposal Form and Delivery

3.2.1   Each BAFO Proposal response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.2.2   Each Proposer must submit one (1) original and fifteen (15) copies of the BAFO Technical Proposal to the State in a sealed package that is clearly marked:

"BAFO Technical Proposal in Response to RFP- 317.03-134 - Do Not Open"

The State also requires thirty (30) CD copies of the BAFO Technical Proposal, as described in RFP Section 3.3.4, below.

3.2.3   Each Proposer must submit one (1) BAFO Cost Proposal to the State in a separate, sealed package that is clearly marked:

"BAFO Cost Proposal in Response to RFP- 317.03-134 - Do Not Open"

The State also requires one (1) CD copy of the Cost Proposal, as described in RFP Section 3.4.2.

3.2.4   If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

"Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-134"

3.2.5   The State must receive all BAFO proposals in response to this RFP, at the following address, no later than the BAFO Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

           Department of Finance and Administration
           Office for Information Resources
           17th Floor, William R. Snodgrass TN Tower
           312 8th Avenue North
           Nashville, TN 37243

3.2.6   A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.3   Technical Proposal

3.3.1   The RFP Attachment 6.3, Technical Proposal and Evaluation Guide, details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response. In preparing responses to Sections A, B, C, D and E, the Contractor must consider the information presented in RFP Section 6.1, *Pro Forma* Integrator Contract and in Contract Attachment B, ERP Scoping Information.

         NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.3.2   Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.3.3   Each proposal should be economically prepared, with emphasis on completeness and clarity of content.

3.3.3.1 The proposal, as well as any reference material presented, must be written in English and must be written on standard 8½" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible).

3.3.3.2 The copies of the proposal must be in three-ring binders and tabbed with dividers into appropriate sections.

3.3.3.3 Each page of the response must be clearly and uniquely numbered.

3.3.3.4 The front cover must have a separate and distinct control number for each of the 16 printed copies placed in the bottom right corner. The control number naming convention is [Proposer Name]-[sequential number]. (e.g., "Acme-12"). If there is more than one volume to the response, then the control number shall indicate the volume number as well (e.g., "Acme-12, vol. 1").

3.3.3.5 The signed original must be clearly labeled "Original" on the front cover. The signed original copy must be designated by control number "1".

3.3.4   Each Technical Proposal binder will include a CD containing electronic files of the contents of the Technical Proposal. The electronic files may be submitted in Microsoft Office 97 or higher format (Word, Excel, etc.) or in Adobe Acrobat format (PDF), except for certain schedules noted elsewhere that must be in their native format (Excel, Project, etc.). The following files are expected to be the contents of the Technical Proposal CD:

           1. Responses to RFP Attachment 6.3, Technical Proposal, in Word or Acrobat format
           2. RFP Attachment 6.4, Technical Proposal Supplement, in Excel format
           3. RFP Attachment 6.8, ERP Functional Requirements (2 files), in Excel format
           4. RFP Attachment 6.9, ERP General System Requirements, in Excel format
           5. RFP Attachment 6.12, Section 6.12.1.3, Project Work Plan, in Project format

In addition to the 16 CDs contained in the 16 submitted Technical Proposal binders, the State requires thirty (30) additional complete copies of the Technical Proposal CD to be included in the sealed Technical Proposal response package. All CDs shall contain the expected contents listed above.

3.3.5   All of the files and schedules in electronic format on the CDs will also appear in printed form in the body of the proposal, and must be exact copies of the printed documents. In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed copy marked "Original" shall prevail. Proposer must include electronic copies of the cost schedules only with the Cost Proposal; do NOT include any cost information, in printed or electronic format, with the Technical Proposal.

3.3.6   All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.3.7   The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;

3.3.8   The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide

3.4   Cost Proposal

3.4.1   The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.

3.4.2   Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.5, Cost Proposal and Scoring Guide, and shall include a CD of the appropriate electronic files and schedules as specified in the proposal. The following files are expected to be the contents of the Cost Proposal CD:

1. Response to RFP Attachment 6.5, Cost Proposal, in Word or Acrobat format
2. RFP Attachment 6.6, Cost Proposal Supplement, in Excel format

All of the files and schedules in electronic format on the CDs will also appear in printed form in the body of the Cost Proposal. In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the printed Cost Proposal shall prevail.

3.4.3   Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.

3.4.4   The proposed cost shall incorporate all costs for services under the contract for the total contract period.

3.4.5   The Proposer must sign and date the Cost Proposal.

3.4.6   If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4   GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1   Proposer Required Review and Waiver of Objections

4.1.1   Each Proposer must carefully review this RFP and all attachments, including but not limited to the pro forma contracts, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.1.2   Additionally, if the Proposer intends to request any exceptions to State standard products as defined in the Tennessee Information Resources Architecture, these exceptions must be submitted in accordance with RFP Attachment 6.11, Section 6.11.6. See RFP Attachment 6.11.1 for information on how to obtain the Tennessee Information Resources Architecture.

4.2   RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3   Proposal Prohibitions and Right of Rejection

4.3.1   The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2   Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3   A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4   A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5   A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6   A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7   A Proposer shall not submit multiple proposals in different forms.

4.3.7.1   This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same

subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8   The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9   The State shall <u>not</u> contract with or consider a proposal from:

4.3.9.1   an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2   a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3   a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4   any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5   For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.3.10   The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4   Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5   Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to

submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6   **Assignment and Subcontracting**

4.6.1   The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval. The State will not grant prior approval of proposed subcontractors. The State's signature on the contract resulting from this RFP process shall constitute written approval of proposed subcontractors.

4.6.2   The Proposer may include as many subcontractors in its proposal as necessary for the Proposer to provide a complete software solution and all requested services. There may only be one Proposer (also known as the Prime Vendor) per proposal, which will coordinate, integrate and be accountable for all products and services proposed.

4.6.3   A subcontractor may <u>only</u> be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.6.4   At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.6.5   Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7   **Right to Refuse Personnel**

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8   **Insurance**

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9   **Licensure**

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10   **Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Integrator Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11   **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a

previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12   Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13   Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14   Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15   Contractor Registration

All service contractors with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the State is <u>not</u> required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line":

www.state.tn.us/finance/rds/ocr/sprs.html

4.16   Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17   Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18   **Contractor Performance**

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19   **Contract Amendment**

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected, depending upon the circumstances, either by means of a change order or a contract amendment. Change orders shall be processed in accordance with the process defined in Contract Attachment B, Section B.3.3. Any amendments requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20   **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.21   **Joint Ventures**

In response to this RFP, joint responses between two or more vendors, or "joint venturing," will not be allowed.

| 5 | **PROPOSAL EVALUATION & CONTRACT AWARD** |

5.1   Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	**100**
Technical Approach	**150**
System Requirements	**250**
Software Demonstration	**200**
Cost Proposal	**300**

5.2   Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Sections 5.2.1 through 5.2.7 describe the evaluation process for Round 1, the initial Technical Proposal evaluation that precedes the BAFO process; Section 5.2.5 outlines the BAFO process and refers to RFP Attachment 6.20 for a detailed description.

5.2.1   The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1   The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Core ERP Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it. Note that Mandatory Items A.1 through A.5 will not be evaluated during the BAFO process, and the Proposer may not use the BAFO process to clarify these items.

5.2.1.2   Each Proposer that submits a proposal that appears responsive to the RFP after the review in Section 5.2.1.1 will be invited to participate in a Software Demonstration. The dates allotted for the Software Demonstration are shown in Section 2, the RFP Schedule of Events. The State reserves the right to expand or reduce this timeframe, depending on the number of proposals being evaluated. Dates will be assigned in a random fashion as soon as practical after the Section 5.2.1.1 review is complete, and Proposers will be notified of their date assignments. Two weeks before the assigned date, the Proposer will receive a System Demonstration Script, agenda and instructions for conducting the demonstration. Each vendor will receive the same System Demonstration Script that was prepared by the State and filed with the Department of Finance and Administration, Office of Contracts Review (OCR) prior to receiving the proposals.

5.2.1.3   A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP. The Proposal Evaluation Team will consist of a Core ERP Evaluation Team, a Technical Evaluation Sub-Team and a number of Specialized Business Evaluation Sub-Teams, each of which will be made up of three or more State employees with expertise in a subject area. The Core ERP Evaluation Team will evaluate RFP Attachment 6.3,

Section B, Qualifications and Experience, RFP Attachment 6.3, Section C.a, Technical Approach, and item 24 of RFP Attachment 6.3, Section D. The Technical Evaluation Sub-Team will evaluate RFP Attachment 6.3, Section C.b, Technical Approach. The Specialized Business Evaluation Sub-Teams will evaluate items 1 through 23 of RFP Attachment 6.3, Section D, System Requirements.

5.2.1.4   Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.

5.2.1.5   The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.

5.2.2   After Qualification and Experience, Technical Approach and System Requirements (RFP Attachment 6.3, Sections B, C.a, C.b and D) evaluations are completed, and prior to the start of the Software Demonstrations, the scores for Qualification and Experience, Technical Approach and System Requirements will be gathered by the RFP Coordinator from all evaluators, recorded and sealed. These scores will not be changed once the Software Demonstrations have begun.

5.2.3   **Software Demonstration**.

5.2.3.1   The Proposal Evaluation Team will evaluate each Software Demonstration. The Proposal Evaluation Team will consist of the same Core ERP Evaluation Team and appropriate Specialized Business Evaluation Sub-Teams. The Core ERP Evaluation Team will evaluate RFP Attachment 6.3, Section E, Item 2, the Implementation Services and Item 3, the General System Requirements portions of the Demonstration. The Specialized Business Evaluation Sub-Teams will evaluate Items 4 through 26, the Functional Requirements portions of the Demonstration.

5.2.3.2   **Agenda**. The agenda for the five day Software Demonstration will be provided three weeks prior to the vendor's scheduled demonstration date. The demonstration must be executed in accordance with the agenda. The time frames specified should be followed as closely as possible. This is required in order to provide equal demonstration time and ensure a fair evaluation process across vendors.

5.2.3.3   **Audience**. Attendees will include the Evaluation Team members and a number of observers (see 5.2.3.9 below). The total number of attendees could be in excess of 50.

5.2.3.4   **Baseline Software**. The software presented must be the current baseline offering as presented in the response to the request for proposal (i.e., not a prototype developed specifically for this demonstration). The Vendor shall not demonstrate any functionality that is not currently available or that has not already been accounted for in the Vendor's Cost Proposal. In other words, do not demonstrate functionality that is only available for an additional cost not included in the Cost Proposal. (Important reminder: no Cost Proposal information shall be revealed in the Software Demonstration.) For software demonstration purposes, a PowerPoint presentation or software simulation is not acceptable.

5.2.3.5   **Demonstration Script**. Three weeks prior to the vendor's scheduled demonstration date, the State will provide the vendor with a demonstration script. The release dates of the scripts to the vendors will be staggered so that each vendor has the same amount of time to prepare. This script will specify the requirements and processes that the State expects to be presented in each session. The vendor's evaluation score will be based on the demonstrated ability of the product to address the script's requirements.

5.2.3.6.   **State Facilitator**. The State will provide a facilitator for each Software Demonstration, and, for consistency, this shall be the same individual for all demonstrating vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:

  ♦   monitor the agenda and signal the presenter when time is short or it appears that the schedule for the current session will not be met;

♦ intervene if the vendor is endangering the schedule by spending too much time on one topic;
♦ remind the vendor to cover scripted requirements, as needed;
♦ monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

The State Facilitator's responsibilities notwithstanding, it is the vendor's responsibility to ensure that the vendor's solution is presented in its best light and that all scripted demonstration topics have been addressed in a timely manner.

5.2.3.7   **Equipment**. The State will provide the following equipment:

- Laptop computer connected to a high-speed Internet connection
- Projection screen
- Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment. The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the software demonstration, the State prefers that the Proposer use a State-provided laptop. However, if the Proposer must use its own laptop for the Internet connection, the following is required for the Proposer's laptop to be connected to the State network:

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must not be loaded on the laptop include broadcasting/streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission. Proposer may be required to demonstrate multiple modules of the solution at the same time. A sufficient number of laptops to cover two (2) simultaneous demonstrations must be inspected and approved.

Regardless of whether the Proposer chooses to use State- or Vendor-provided laptop(s) for the demonstration, the Proposer must meet with the State at 1:00 pm on the day before the start date of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

5.2.3.8   **Handouts**. The Vendor may provide hardcopy versions of presentation or demonstration slides as appropriate. The Vendor may also provide product literature. The Vendor may not offer or give away any promotional items.

5.2.3.9   **Observers**. The Evaluation Team is allowed to invite functional and technical subject matter experts from their areas to observe in the product demonstrations. These staff may attend the entire four-day demonstration or only those sessions they are most interested in. To ensure the competitive process is not compromised and to manage the demonstration process efficiently, observers are not allowed to ask questions verbally, provide verbal input, or participate directly in the demonstrations. If subject matter experts have questions, they may submit them in writing to the State Facilitator, who will then ask the questions during the demonstrations on behalf of the subject matter expert. In addition, the evaluators may, at their option, request consulting input from subject matter experts. In all cases, this will be done in writing, through the RFP Coordinator, who shall provide the written responses to all evaluators. The evaluators may consider these written responses when they are assigning their Software Demonstration scores.

5.2.3.10   **Recording**. The demonstration will be videotaped, and the vendor will be held accountable for statements made during the demonstration.

5.2.4   After the Software Demonstrations are completed, the scores for this section will be gathered, recorded, and combined with the previously sealed Qualification and Experience, Technical Approach and System Requirements scores to produce an average Technical Proposal score.

5.2.5   Upon completion of the initial Technical Proposal scoring, the State will execute the BAFO process outlined below. Note that there are four (4) Mandatory Requirements expressed in Section A of RFP Attachment 6.3 that may be further clarified or supplemented during the BAFO process: A.6, A.7, A.8, and A.9. (A.1 through A.5 may not be clarified during BAFO.) For a detailed description of the process, see RFP Attachment 6.20.

   a.   During the Initial Technical Proposal scoring process the State will develop BAFO Request documents for each of the Proposers.

   b.   Upon completion of initial Technical Proposal scoring, the State will distribute the BAFO Requests to the Proposers.

   c.   The Proposers will submit BAFO Proposals, consisting of separately sealed Technical and Cost Proposals by the deadline given in RFP Section 2, RFP Schedule of Events.

   d.   The State will evaluate and score the BAFO Technical Proposals using the BAFO Score Sheets contained in RFP Attachment 6.21. Prior to distributing these score sheets to the evaluators, the RFP Coordinator, with assistance from Subject Matter Experts (SMEs), will modify these scoresheets such that the evaluators can only score Proposal sections for which the Proposers have provided clarified or supplemental information. The Software Demonstration will not be rescored during BAFO. The Software Demonstration scores and all Round 1 scores that were not clarified or supplemented will be carried forward and entered into the BAFO Score Sheets.

   e.   The RFP Coordinator, with assistance from the SMEs, will transcribe all scores to a BAFO Proposal Score Summary Matrix (RFP Attachment 6.7), and calculate the averages.

   f.   After the BAFO Technical Proposal scores have been finalized, the RFP Coordinator will open the BAFO Cost Proposals and score them.

   g.   The RFP Coordinator will enter the BAFO Cost Proposal scores into the Proposal Score Summary Matrix to derive the Final BAFO Score.

5.2.6   The RFP Coordinator will then open the Cost Proposals and use the RFP Attachment 6.5, Cost Proposal and Scoring Guide, to calculate and document the Cost Proposal scores.

5.2.7   For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

5.3   Contract Award Process

5.3.1   The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

   Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

5.3.2   After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.3   The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

5.3.4   The Proposer with the apparent best-evaluated proposal <u>must</u> agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Integrator Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise pro forma contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

During the Best and Final Offer (BAFO) process, contract negotiations with the successful vendor, or at any time during the term of the Contract, and at the State's sole discretion, the State may choose to remove the following software modules and their associated implementation services from the ERP system scope. If any module is removed, then the State also will remove the scores for that module from all scoring steps:

♦   Budget Administration

♦   Applicant Services

♦   Fleet Management

♦   Data Warehouse and Business Data Analysis

♦   Travel

The State's criteria for excluding a module include (see Contract Section A.3.b for definitions for each criteria):

♦   from ERP functional requirements;

♦   Module fit from software demonstration;

♦   Degree of customization; and,

♦   Module maturity.

See RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section A.3 for details concerning such scope reductions.

5.3.5   The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.6   If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1

PRO FORMA INTEGRATOR CONTRACT

The *pro forma* contract detailed in this attachment contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of Enterprise Resource Planning (ERP) software and related implementation, support, licensure and maintenance services, as further defined in the "SCOPE OF SERVICES." The Contractor, in its capacity as the implementer of the various components that make up the Edison system, is also referred to as the "Integrator." Therefore, the terms Contractor, Prime Contractor, and Integrator may be used interchangeably, and shall be construed to mean the Contractor.

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A.   SCOPE OF SERVICES:

A.1   General Scope. The Contractor agrees to provide ERP Software and Services in accordance with the requirements expressed herein and in the Request for Proposals for Enterprise Resource Planning (ERP) Software and Services (RFP #317.03-134), dated October 21, 2005, including its attachments (hereinafter referred to as the "RFP").

Under the terms of this contract, the Contractor is required to provide, and, if necessary, modify commercially-available Enterprise Resource Planning software and associated software products to meet the requirements identified herein and in the following RFP attachments:

RFP Attachment 6.8: Functional Requirements Matrix

RFP Attachment 6.9: General System Requirements Matrix

RFP Attachment 6.10: Software Specifications

RFP Attachment 6.11: Technical and Architectural Requirements

RFP Attachment 6.12: Service Specifications

The Contractor's responses to the attachments listed above become part of this contract upon execution.

A.2   Functional Areas. The major functional areas addressed in this contract are:

- ♦ Human Resources / Payroll
  - • Payroll Administration
  - • Applicant Services
  - • Benefits Administration
  - • Classification and Compensation
  - • Employee Self-Service
  - • Insurance Administration

- Personnel Administration
- Timekeeping /Leave Accounting
- Training/Employee Development
- Financial Management
  - Accounts Payable
  - Accounts Receivable
  - Budgetary Control
  - Cash Management/Bank Reconciliation
  - Cost Allocation
  - General Ledger
  - Grant Accounting
  - Project Management
  - Travel
- Budget Administration
- Procurement / Logistics
  - Asset Management
  - Fleet Management
  - Inventory
  - Plant Maintenance
  - Purchasing
- Data Warehouse and Business Data Analysis

In this Contract, the application modules listed under Human Resources/Payroll above will be generally referred to collectively as the HR/Payroll modules or HR/Payroll system. The modules listed under Financial Management, Budget Administration, Procurement/Logistics and Data Warehouse and Business Data Analysis will generally be referred to collectively as Financials, Procurement and Logistics.

A.3.   State's Right to Remove Modules from the ERP System.

A.3.a.   The State reserves the right, at any time during the term of the Contract and at the State's sole discretion, to reduce the scope of the Contractor's obligations by removing any or all of the following software modules and their associated implementation services from the ERP project scope:

i.   Budget Administration

ii.   Applicant Services

iii.   Fleet Management

iv.   Data Warehouse and Business Data Analysis

v.   Travel

A.3.b   The State will use the following criteria to determine the suitability of the five application modules listed in A.3.a above.

i.   **Module Fit from ERP Functional Requirements**. If an application module scores less than 70% of the possible total maximum points from the evaluation of that module in the ERP Functional Requirements, either during initial Technical Proposal scoring (Round 1), or during the BAFO process (Round 2), then that module will be eligible, at the State's discretion, for exclusion.

ii.   **Module Fit from Software Demonstration**. If an application module scores less than 70% of the possible total maximum points from the evaluation of that module in the Software Demonstration, that module will be eligible, at the State's discretion, for exclusion.

iii. **Degree of Customization**. If the total cost to modify an application module to make it meet the State's requirements is more than 50% of the software license fee quoted for that module in the BAFO (Round 2) Cost Proposal, that module will be eligible, at the State's discretion, for exclusion.

iv. **Module Maturity**. If the application module has not been installed at two or more other public sector organizations that meet the size criteria established for qualification for this RFP in RFP Attachment 6.3, Section B.14, and been in production for at least one year at those two deployments, that module will be eligible, at the State's discretion, for exclusion.

A.3.c. If the State exercises this right, the State and the Contractor shall execute a mutually agreeable Change Order Request, which will result in a cost reduction to the State in an amount equal to the value of the unused products, licenses, licensure fees, and services not performed as a result of the scope reduction. The State will base its assessment of such amounts on the costs proposed by the vendor and stated in Contract Section C.3. The State shall receive this cost reduction in one of the following forms, as determined by the State to be appropriate:

i. Refund of an amount already paid;

ii. Reduction in future amounts expected to be paid; and/or

iii. Substitution of work or products, within the general scope of the Contract, that are deemed by the State to be of equal value.

A.3.d. Depending upon the timing and form of the scope reduction, the State may also have to amend the contract to modify one or more amounts on the payment schedules in Contract Section C.3.

A.4 Timeline. The State of Tennessee intends to implement the selected ERP software in two phases:

Phase I – Human Resources / Payroll functionality
Phase II – Financials, Procurement, and Logistics functionality

The expected timeline for the Implementation phase of the Edison Project is a start date of July 5, 2006, with Human Resources/Payroll functionality going into production with the start of the new calendar year 2008 (January 1, 2008). To accommodate normal State business operations, the Edison system will be available for production usage prior to that date so that State business commences on that date. The State would like to deploy the Financials and Procurement / Logistics functionality in multiple waves, with a balanced schedule of deploying agencies over no more than nine (9) months, favoring the core central agencies first. The first wave will deploy at the start of the new State fiscal year 2009 (July 1, 2008). The State has not scheduled agencies and deployment dates at this time, and will work with Contractor to create a schedule that best mitigates project risk and allows later deployments to benefit from lessons learned in the earlier waves.

If the selected Contractor exceeds the target production dates and the delay is not due to State staff failing to meet their project responsibilities, such overages will not be remedied through the change order process. The approval of change orders is at the sole discretion of the State.

ID	Task Name	2006			2007				2008				2009
		Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1	**Human Resources/Payroll**	▼━━━━━━━━━━━━━━━━━━━━━▼											
2	Plan												
3	Analysis/Design												
4	Construction and Test												
5	Parallel Test and Train												
6	Go Live												
7	Post Go-Live Support												
8	**Finance/Procurement/Logistics**	▼━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━▼											
9	Plan												
10	Analysis/Design												
11	Construction and Test												
12	End-To-End Test and Train												
13	Go Live												
14	System Deployment												
15	Post Go-Live Support												
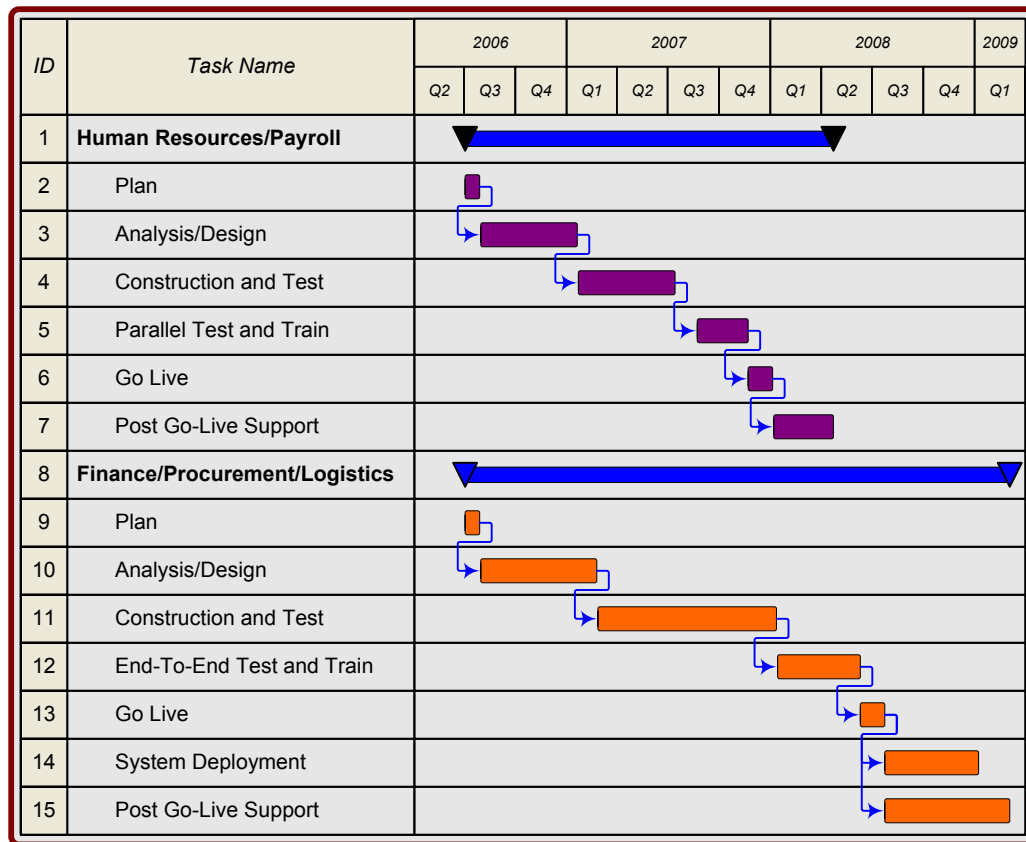
The scope of work under this contract shall consist of two Phases listed above, each phase with six Work Stages as follows:

1. Plan
2. Analysis/Design
3. Construction
4. Test and Train
5. Go Live
6. Post Go-Live Support

Additionally, the deployment (Go Live) stage for Financials, Procurement, and Logistics will be performed in multiple waves.

A.5 <u>Types of Services</u>. The Contractor shall provide services including, but not limited to, the following:

- ♦ Project management
- ♦ Software installation, testing and tuning
- ♦ Business process design and software configuration
- ♦ Customizations
  - Reports analysis and development
  - Enhancements and modifications
  - Interface development
  - Data conversion
  - Workflow / security configuration
- ♦ Training and documentation
- ♦ Cultural change management

♦ Implementation / deployment support (including supplier outreach and catalog management for procurement)

♦ Post-implementation support

Services to be provided are described in this section of the Contract, and in the Contractor's response to RFP Attachment 6.12. The Contractor's response to RFP Attachment 6.12 becomes part of the contract upon execution.

A.6.   Prime Contractor as Integrator and Integrator's Relationship with Subcontractor(s).

A.6.a. This contract makes reference to two categories of service providers: (1) the "Prime Contractor," otherwise known as the "Contractor" and defined in the preamble; and (2) the Subcontractor(s), which are defined as entities who have entered into a contractual relationship with the Prime Contractor to provide software and services required by this Contract.

A.6.b. Subcontractors may include, but not be limited to, the providers of Custom-Developed Application Software, Rights Transfer Application Software, Proprietary Operating Environment/Utility Software Packages, Proprietary Core System Software, Contractor-Owned Core System Software, Public Domain Software, and/or Specialized Software, Add-Ons, Plug-Ins, etc. While there may be multiple Subcontractors providing software under this Contract, there will be a primary ERP Software Vendor (referred to as the "Primary Software Vendor") who will provide the core ERP software on which Edison will be based. For all non-State standard software that requires licenses, the State shall purchase the licenses and any ongoing support for such licenses directly from the Software Vendor(s), as described in Contract Section A.9.b. See RFP Attachment 6.19 for a pro forma version of the Software License that will be used to effect such licensure.

A.6.c. The Integrator shall manage the project and coordinate the efforts of the Software Vendor. This Contract is with the Integrator, and the term of the Contract shall be as defined in Contract Section B.1. This term stated in Section B.1 is the longest period of time that the State would anticipate having an active contract with the Integrator; however, the State intends to terminate this Contract upon the completion of, and the State's signed acceptance of, the final Year-End Support Acceptance Checklist.

A.6.d. Upon termination of this Contract, any Software License entered into between the State and the Primary Software Vendor, Software Vendor(s), and subcontractor(s) shall remain in effect, in accordance with the terms of these Software Licenses.

A.6.e. Upon termination of this Contract, any ERP Software Licensure Contracts entered into between the State and the Primary Software Vendor and subcontractors shall remain in effect, in accordance with the terms of these Software Licensure Contracts. Ongoing payments made by the State to the Primary Software Vendor and subcontractors after the termination of the Contract shall be made in accordance with the pertinent Software Licensure Contracts.

A.7.   Information Technology Methodology (ITM). The Contractor shall utilize the State's ITM in the development and implementation of the Edison System. The Project Management Processes are concerned with organizing and controlling the work of the project. The Product Development Phases are concerned with developing the product that the project is intended to produce. The Project Management Processes extend over one or more Product Development Phases. Throughout the project, the Contractor shall produce various Project Management Process and Product Development Phase deliverables. Some of these products are specific deliverables that are managed, produced, and updated by the Contractor, while others are natural work-products arising out of the shared effort of both parties. The minimum set of deliverables and responsibilities are defined within this Contract and its attachments.

A.8.   Detailed Product Development Methodology. Since the State's ITM is defined at a high-level for use on all types and sizes of IT projects, the Contractor shall utilize a detailed project management methodology within the guidelines of the State's ITM and standards for use in the configuration, development and future maintenance of the Edison System. The State-approved methodology of the Contractor shall be utilized in all phases of the project to promote consistency and continued flexibility for the life of the ERP solution.

A.9.   Software Procurement.

A.9.a. <u>State Standard Software Procurement.</u> The State shall procure all State standard products identified in the Contractor's Proposal and approved by the State for use in Edison (e.g. application development software, database management systems (DBMS), reporting tools, and utilities), through existing State contracts. See RFP Attachment 6.11, Section 6.11.3, for the State's requirements with regard to Mandatory State-Standard software.

A.9.b. <u>Non-State Standard Software Procurement</u>. The State shall procure all approved Non-State Standard software for use in the ERP System (e.g. Rights Transfer Application Software, Proprietary Operating Environment/Utility Software Packages, Proprietary Core System Software, Contractor-Owned Core System Software, and Specialized Software, Add-Ons, Plug-Ins, etc.) by executing Software License(s) directly with the provider of the software in question. For definitions of the software categories mentioned in the parenthetical above, see Contract Section E.6.

There may be more than one such Software License.

A.10 <u>Project Steering Committee (PSC) Oversight</u>. The State's PSC provides executive-level guidance for the Edison Project. This committee is made up of representative senior business and technical executives across State government. The PSC shall evaluate the project at critical review points as defined by the State. PSC approval is required for any changes to the project deliverables or implementation schedule.

A.11. <u>Narrative Project Status Report and PSC Presentation</u>. The Contractor shall make a semi-monthly presentation to the PSC. The narrative Project Status Report and presentation shall be provided that details the progress of the project, identifies the monthly activities of the project, documents upcoming key activities and identifies the issues and items needing PSC attention. The PSC may request unscheduled reports from the Contractor to address specific concerns relating to the project status.

A.12. <u>Project Team and Organization</u>. The Contractor shall provide a document identifying the Contractor and State project staff and their role assignments, as well as the organizational structure of the project team. This document shall be updated throughout the project to reflect any changes in project staffing and team organization that occur. The Project Team and Organization document shall be created in response to RFP Attachment 6.3, Section B.10 and shall be enhanced and updated throughout the project to reflect current information.

A.13. <u>State Project Team</u>. State roles and full-time equivalents (FTE's) that have been allocated to the Edison project are described in the following sections. The State has provided a sample Project Team Organization Chart in Contract Attachment B, Section B.5.3.

A.13.a. <u>Project Director</u>. The Edison Project Director shall report directly to the Project Steering Committee. The Project Director is responsible for leadership and oversight of all project activities, tasks and plans, including staffing, budget, resource allocation, implementation and deployment decisions, and strategic planning and communications. The Project Director is the primary contract manager for the Contractor during the project, and is the primary liaison to State executives and managers outside the project.

A.13.b. <u>Configuration Manager</u>. The Configuration Managers serve on the Edison Project Team, working under the direction of the Project Director. The Configuration Managers are responsible for leading a large and diverse team focused on a specific ERP module such as Human Resources (Personnel), Payroll, Benefits, Financials, Procurement or Asset Management. The Configuration Manager is responsible for managing all aspects of the team's effective and successful work effort for software configuration, development, testing, and deployment of a specific ERP functional module, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants.

A.13.c. <u>Configuration Lead</u>. The Configuration Lead serves on the Edison Project Team, working under the direction of a Configuration Manager and the Project Director. The Configuration Lead is responsible for leading a small to medium-sized team focused on software configuration, development, testing, and deployment of a specific ERP functional module, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants. Configuration Leads have responsibilities in one of the following core process areas: Human Resources (Personnel), Payroll, Benefits, Financials, Procurement or Asset Management.

A.13.d. <u>Configuration Consultant</u>. The Configuration Consultant serves on the Edison Project Team, working under the direction of a Configuration Lead and a Configuration Manager. The Configuration Consultant is responsible for leading a small team and/or individually contributing to a team focused on software configuration, development, testing, and deployment of a specific ERP functional module, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants. Configuration Consultants have responsibilities in one of the following core process areas: Human Resources, Payroll, Benefits, Financials, Procurement or Asset Management.

A.13.e. <u>Enterprise Readiness Lead</u>. The Enterprise Readiness Lead serves on the Edison Project Team, working under the direction of the Project Director. The Enterprise Readiness Lead is responsible for leading a small to medium-sized team focused on training, cultural change management and communications for Project Edison, and may be assigned to a specific ERP functional area, or may have cross-area or project-wide responsibilities.

A.13.f. <u>Enterprise Readiness Consultant</u>. The Enterprise Readiness Consultant serves on the Enterprise Readiness Team, working under the direction of an Enterprise Readiness Lead. The Enterprise Readiness Consultant is responsible for leading a small team and/or individually contributing to a team focused on training, cultural change management and communications. The Consultant may be assigned to a specific ERP functional area, or may contribute cross-area or project-wide.

A.13.g. <u>Technical Lead</u>. The Technical Lead serves on the Edison Project Team, working under the direction of the Project Director. The Technical Lead is responsible for leading a small to medium-sized team focused on all technical aspects of the Edison project, including technical design, analysis, programming, testing, support and maintenance. Technical activities can also include hardware administration, network administration, testing management and database administration, and the Technical Lead will supervise their area based on their prior experience with the State's technical architecture and infrastructure, and their technical expertise.

A.13.h. <u>Technical Consultant</u>. The Technical Consultant serves on the Technical Team, working under the direction of a Technical Lead. The Technical Consultant is responsible for leading a small team and/or individually contributing to a team focused on a specific technical aspect of Project Edison.

A.13.i. <u>Other State Project Staff Assignments</u>. The State shall assign additional State staff to project roles, as described in the Role Tables below, to participate with the Contractor's staff in all Project Management Processes and Product Development Phases as outlined in the State's IT Methodology. At the State's discretion, state personnel may be substituted, added, or removed.

PROJECT ROLE	STATE FTE ESTIMATE
Project Director	1.0
Project Administrative Assistants	2.0
Configuration Managers	6.0
Configuration Leads	12.0
Enterprise Readiness Leads (Communications, Training, Cultural Change Management)	3.0
Technical Leads	2.0
Configuration Consultants	36.0
Enterprise Readiness Consultants	23.0
Technical Consultants (Database Administrators)	2.0
Technical Consultants (Hardware Administrators)	2.0
Technical Consultants (Testing Managers, Programmers)	21.0
Total Estimated Project FTE's (State Staff)	**110.0**

A.14.   Contractor's Staffing. The Contractor shall staff the project team appropriately to assure that it can meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise and in adequate number to perform or administer the activities.

A.14.a. Contractor Project Team. The Contractor shall have full responsibility for providing staff sufficient to complete the project in the required time frame. The initial Project Team and any subsequent substitution of Project Team members shall require approval by the State. Failure of the Contractor to provide a replacement with equal or greater qualifications may result in Contract termination.

State requirements for experience and responsibility levels are detailed in Contract Attachment B, Section B.5.

Contractor will provide sufficient and appropriate staff to meet the State's requirements for testing and quality assurance. These requirements are listed below in Section A.18.

During the project, the Enterprise Readiness (Training) Team will consist of Contractor and State personnel. The Contractor shall provide at least thirty-five percent (35%) of the training development and training delivery resources. Training will be delivered to groups of approximately fifteen (15) participants (i.e., normal class size is 15 participants). As noted earlier, the State will be responsible for Change Management activities, and the Contractor must provide one full-time Change Management Manager for guidance in this area.

The cost to implement the Contractor's recommendations for project team training must be included in the total cost for the proposal (not including travel costs that the State might incur if a course is offered somewhere other than Nashville).

A.14.b Key Contractor Staff. The following eleven Contractor roles will be considered key personnel for this project:

  ♦ Project Manager;

  ♦ Deputy Project Manager;

  ♦ HR/Payroll Configuration Manager;

  ♦ Financial/Procurement Configuration Manager;

  ♦ Technical Manager;

- ♦ Two Configuration Leads under the Payroll/HR Configuration Manager;

- ♦ Two Configuration Leads under the Financial Procurement Configuration Manager;

- ♦ One Technical Lead under the Technical Manager; and,

- ♦ One Training/Change Management Manager in the Enterprise Readiness area.

The State shall have the right to approve the assignment and replacement by the Contractor of all key personnel assigned to provide services, including, without limitation, the Project Manager, other individuals named or described in the Contractor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval.

It is critical to the overall success of the project that the Contractor not remove or reassign, without the State's prior written approval (which approval shall not be unreasonably withheld) any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under the contract. The unauthorized removal of key personnel by the Contractor shall be considered by the state as a material breach of contract and covered by the terms in Section E.21 of this contract.

A.14.c. <u>Plan for Working with State Staff within Work-Day Constraints</u>. The Plan for Working with State Staff shall be created during Stage 1: Plan, and shall be updated throughout the project. The Contractor shall coordinate with State staff to accommodate unusual schedule needs.

A.14.d. <u>Contractor Work Space, Connectivity, Supplies, and Equipment</u>. The Contractor shall provide supplies and equipment for Contractor staff that meets minimum State platform requirements for work stations. More detailed information for work space, connectivity, supplies and equipment is provided in Contract Attachment B, Section B.6.

A.15. <u>Status Meetings and Status Reports</u>. The Contractor shall conduct weekly status meetings with the State Project Director and Project Team. The Contractor shall prepare weekly Status Reports that reflect the major activities for the reporting period. Project management shall use the Status Report as a mechanism to monitor project activity, and to detect potential problems or delays. Reports shall be primarily in list form and shall serve as agendas for meetings. Topics to be covered include:

   a. a Gantt chart generated from Microsoft Project comparing status with the baseline;
   b. a listing of significant departures from the Master Project Work Plan with explanations of causes and strategies to achieve realignment;
   c. a listing of tasks that were completed since the last report;
   d. tasks that were delayed and reasons for delay;
   e. tasks in progress, with an indication of priority ranking;
   f. planned activities for the next scheduled period;
   g. staffing concerns or issues encountered, proposed resolutions and actual resolutions;
   h. an updated report on project risks with recommendations for elimination or mitigation; and
   i. a listing of any other topics that require attention from the State's Project Manager or the PSC.

A.16. <u>State Service Portal Contract</u>. The State has established a State Service Portal to provide a single access point that functions as an interactive information and transaction gateway to improve the way citizens and businesses access State government services and information over the Internet. Please see RFP Attachment 6.11, Section 6.11.4.5 for responsibilities related to the State Service Portal.

A.17. <u>HIPAA, Confidentiality Agreements, and Acceptable Use Policy</u>. The Contractor, State-approved subcontractors, and their employees may be required to sign HIPAA Business Associate Agreements (see Contract Attachment D), State agency confidentiality agreements, and/or State Acceptable Use Policy agreements (see Contract Attachment C), in addition to complying with the confidentiality requirements stated herein.

A.18   Project Quality Management and Testing Requirements.

A.18.a   Staffing.

A.18.a.1   Contractor Responsibilities.
1. The Contractor shall staff the on-site project team with a Quality Control Manager role. The project team member assigned this role must have the managerial authority to fulfill the following responsibilities.
    a. Participate in developing the project's Quality Management Plan.
    b. Ensure that Contractor quality control activities are performed and documented.
    c. Ensure that corrections identified through those activities are made.
    d. Ensure that corrections identified by State quality review are made.
    e. Administer the Contractor's process for resolving defects in both software and non-code deliverables.
    f. Collect and report quality metrics as defined in the Quality Management Plan for the Contractor's work activities.
2. The Contractor shall staff the on-site project team with a Configuration Manager role.   The project team member assigned this role must have the managerial authority to fulfill the following responsibilities.
    a. Develop the Configuration Management Plan deliverable and obtain concurrence with it from other project team management.
    b. Administer the project configuration management tool if the Contractor is required to provide it.
    c. Ensure Contractor project team compliance with the project configuration management process.
    d. Ensure the Contractor's responsibilities within the project's change management process are fulfilled.
    e. Control and execute the software build and deployment process for the Contractor test environment(s). If delegated by the State, execute (under State control) the software build and deployment process for the acceptance test environment.
    f. Collect metrics from configuration management activities as defined in the Quality Management Plan.
3. The Contractor shall staff the on-site project team with a Test Manager role.   The project team member assigned this role must have the managerial authority to fulfill the following responsibilities.
    a. Develop test management level documentation and obtain concurrence from other project team management on the documentation.
    b. Oversee development of detail test plans for Contractor capacity, system, and integration testing.
    c. Plan adequate resources and schedule for Contractor capacity, system, and integration testing.
    d. Manage the Contractor capacity, system, and integration testing effort to meet schedule and quality requirements.
    e. Assess the effectiveness of unit testing and communicate needed improvements.
    f. Ensure that Contractor responsibilities for support of State acceptance testing are fulfilled.

A.18.a.2   State Responsibilities.
1. The State will staff the on-site project team with a Quality Assurance/Testing Manager. This person will be responsible for managing State deliverable reviews and managing State acceptance testing. This person may be allocated to the project less than full time depending on demand.
2. If the State provides configuration management and/or issue/defect tracking software tools, the State will provide a part time tool administrator.
3. The State may allocate additional quality assurance support staff to the project on a part time, short-term basis. The Contractor shall not plan for allocation of any such resources.
4. The State will provide technical and business subject matter experts on a limited, part time, and scheduled basis. These persons will provide consultation on and review of deliverable content.

5. The State will form an acceptance test team with business staff and analysts. The team size will be dependent upon member availability and may vary during the acceptance test effort.

A.18.b   Quality Management – General.

A.18.b.1   Contractor Responsibilities.
1. The Contractor shall be fully responsible for the quality (completeness, correctness, and usability) of deliverables (services and products defined in the contract) submitted to the State, unless otherwise noted in the contract.
2. The Contractor shall institute (define, communicate, and ensure compliance with) processes and controls to ensure it can meet its quality responsibility. These processes and controls must address all forms of project deliverables including static, textual deliverables and dynamic, executable deliverables. The Proposal must identify and briefly describe the processes and controls the Bidder would institute if awarded the contract for this project.
3. The Contractor shall collect and maintain records on the operation of its quality processes and controls using State-standard tools (where available). The Contractor shall make these records available to the State upon request.
4. The Contractor shall correct all deficiencies in deliverables as required by the State. The Contractor shall only be required to correct deficiencies that the State reports in writing.

A.18.b.2   State Responsibilities.
1. The State shall provide limited support to the Contractor for producing acceptable deliverables. This support may include limited access to business subject matter experts, technical staff, relevant documentation, or other resources, as the State deems appropriate.
2. The State shall provide executive management oversight and direction in the form of the Project Steering Committee (PSC) made up of key executives from stakeholder organizations. This committee shall resolve issues (quality or other) raised by project management. It also shall evaluate the project's viability at each major contractual milestone and, if viable, will authorize continuance of the project.
3. The State will make a reasonable effort to quickly and completely identify and report all deliverable deficiencies to the Contractor within contractually specified time periods. The State will not represent nor agree that any specific report or list of deficiencies is an exhaustive list or a predictor of deliverable acceptance.
4. The State will provide acceptance criteria for deliverables and will provide reasonable but limited advice to the Contractor regarding their interpretation. The State shall remain the sole judge of its criteria being met.

A.18.c   Quality Management – Planning

A.18.c.1   Contractor Responsibilities.

1. The Contractor shall have designated staff on-site to work with designated State project team members to co-develop a Quality Management Plan as defined in the Deliverable Specifications section of this attachment.
2. The Contractor shall schedule tasks and resources in the project Work Plan to accomplish the Quality Management Plan's defined activities. Where such activities require State tasks and resources, the Contractor shall obtain commitments from the State and incorporate them into the project Work Plan.
3. The Contractor shall provide a sign-off that the Quality Management Plan is accurate and that the Contractor will meet its responsibilities as defined in the plan.
4. The Contractor shall work with the State to keep the Quality Management Plan up to date with current activities and responsibilities. The Contractor shall obtain prior approval from the State if the need arises to change any of its activities and responsibilities.

A.18.c.2   State Responsibilities.
1. The State shall designate project team members who shall work with Contractor staff on-site to co-develop a Quality Management Plan as defined in the Deliverable Specifications section of this attachment.

2. The State shall provide staffing and time commitments to accomplish State responsibilities defined in the Quality Management Plan for inclusion into the project Work Plan.
3. The State shall provide a sign-off that the Quality Management Plan is acceptable and that the State will meet its responsibilities as defined in the plan.
4. The State shall work with the Contractor to keep the Quality Management Plan up to date with current activities and responsibilities. The State must be notified in advance of any need to change Contractor activities and responsibilities and must approve such changes before implementation.

A.18.d Quality Assurance Assessment

A.18.d.1 Contractor Responsibilities.

1. The Contractor shall periodically review the Quality Management Plan and evaluate project performance against the defined goals and objectives.
2. The Contractor shall make project records and work papers available to the State upon request to support a quality assurance assessment.
3. The Contractor shall make project team members available to the State for interview upon request to support a quality assurance assessment.
4. The Contractor shall implement process improvements on the project as recommended by the quality assurance assessment and directed by State project management.

A.18.d.2 State Responsibilities.
1. The State may, at its sole discretion, perform one or more assessments of project quality performance. This Quality Assurance Assessment will evaluate project performance against the Quality Management Plan goals and objectives. The assessment will provide written recommendations for improvements to project management and higher-level management as needed.
2. The State may schedule quality assurance assessments periodically throughout the project if it determines that there is a need for ongoing monitoring of project quality performance.

A.18.e Scope Control

A.18.e.1 Contractor Responsibilities.
1. The Contractor shall document scope control processes and roles and responsibilities as specified by the State in the project Configuration Management Plan.
2. The Contractor shall not work on out-of-scope features, functions, or tasks until the State grants authorization in writing.
3. The Contractor shall provide a fixed-price estimate for each scope change being investigated by the State.
4. The Contractor shall advise the State regarding schedule and resource impacts for each scope change the State considers.
5. The Contractor shall track the progress of work on authorized change orders and report to the State upon request.

A.18.e.2 State Responsibilities.
1. The State will define scope control processes and roles and responsibilities to the Contractor for documenting in the Configuration Management Plan.
2. The PSC will evaluate potential scope changes and authorize those it deems necessary.
3. The State shall authorize out-of-scope work (change orders) at its sole discretion.
4. The State shall only authorize out-of-scope work in writing.
5. The State shall not be liable for out-of-scope work the Contractor undertakes without written State authorization.

A.18.f Configuration Management

A.18.f.1 Contractor Responsibilities.
1. The Contractor shall acquire a sufficient number of software configuration management tool licenses to support the entire project team (both State and Contractor staff.

2. The Contractor shall maintain all contract deliverables under version control. The deliverable initial version submitted for State acceptance must be under version control, but may be placed under version control earlier in its development.
3. The Contractor shall ensure that a deliverable version under State review is not changed while being reviewed.
4. The Contractor shall ensure that a deliverable version approved by the State is not changed after approval.
5. The Contractor shall ensure that its project team members work from approved deliverable versions only.
6. The Contractor shall ensure that the approved version of every deliverable is easily identifiable in the configuration management/version control tool.
7. The Contractor shall provide Release Notes (as defined in this attachment's Deliverable Specifications section) with each software release submitted for State acceptance test.

A.18.f.2 State Responsibilities.
1. The State may provide a State-standard configuration management tool for on-site project team use. The State will by default restrict access to the tool to on-site staff only, but may allow off-site access at its sole discretion if justified.
2. The State will control release of software into the State's acceptance test environment. The procedure of migrating software to this environment, if delegated to the Contractor, may only be performed with prior authorization from the State project management.
3. The State will control release of software into the State's production environment. The procedure of migrating software to this environment, if delegated to the Contractor, may only be performed with prior authorization from the State project management and prior notification to the customer agency business unit.

A.18.g   Testing Requirements – Test Planning

A.18.g.1   Contractor Responsibilities.
1. The Contractor shall develop a Test Management Plan to ensure efficient and effective operation and control of its testing activities. The plan shall conform to the description in the Deliverable Specifications section of this attachment.
2. The Contractor shall obtain written State approval of the Test Management Plan prior to beginning detail test development.

A.18.g.2   State Responsibilities.
1. The State shall review the Test Management Plan and advise the Contractor as to its acceptability.

A.18.h   Testing Requirements – Capacity Evaluation Planning

A.18.h.1   Contractor Responsibilities.
1. The Contractor shall develop a Capacity Evaluation Plan for predicting the system's impact on the State's technical infrastructure. The plan shall conform to the description in the Deliverable Specifications section of this attachment.
2. The Contractor shall update the Capacity Evaluation Plan during the project as required by the State due to relevant changes in the State technical architecture or other factors.
3. The Contractor shall include load/stress and volume/throughput test scenarios in the Capacity Evaluation Plan.
4. The Contractor shall obtain written State approval for the initial and updated (if required) releases of the Capacity Evaluation Plan. The Contractor shall re-confirm with the State that the most recent release of the plan remains applicable prior to beginning the Capacity Evaluation Test.

A.18.h.2   State Responsibilities.
1. The State shall provide relevant technical and other data for use in the capacity evaluation. Information relating to hardware, software, and communications network is referenced in State Standards, Guidelines and Technical Architecture. The Contractor should also see Contract Attachment B, ERP Scoping Information, for Estimated Transaction Volume Counts and Training Requirements.

2. The State shall provide updated or more detailed capacity-related data as such data become available.
3. The State shall review each release of the Capacity Evaluation Plan and advise the Contractor as to its acceptability.

A.18.i   Testing Requirements – Test Development: Unit Test

A.18.i.1   Contractor Responsibilities.
1. The Contractor shall develop unit test procedures that fully test the unit (module, class, etc.) logic as designed. Unit test procedures must cover both normal and exception processing.

A.18.i.2   State Responsibilities.
1. None.

A.18.j   Testing Requirements – Test Development: Integration Test

A.18.j.1   Contractor Responsibilities.
1. The Contractor shall develop an Integration Test Plan to ensure that all interfaces are fully and reliably functional. Integration test cases shall cover:
    a. Internal interfaces (e.g., APIs)
    b. Sequential processing (e.g., batch, file-based)
    c. External interfaces (e.g., third-party business systems)
2. The Contractor shall obtain written State approval for the Integration Test Plan prior to beginning integration test execution.

A.18.j.2   State Responsibilities.
1. The State shall review the Integration Test Plan and advise the Contractor as to its acceptability.

A.18.k   Testing Requirements – Test Development: System Test

A.18.k.1   Contractor Responsibilities.
1. The Contractor shall develop a System Test Plan to ensure that all system processing is accurate and that all system outputs are valid. The plan shall conform to the description in the Deliverable Specifications section of this attachment.
2. The Contractor shall obtain written State approval for the System Test Plan prior to beginning system test execution.

A.18.k.2   State Responsibilities.
1. The State shall review the System Test Plan and advise the Contractor as to its acceptability.

A.18.l   Testing Requirements – Test Development: Acceptance Test

A.18.l.1   Contractor Responsibilities.
1. Provide input as requested for Acceptance Test Plan.

A.18.l.2   State Responsibilities.
1. The State shall develop an Acceptance Test Plan. The plan will be based on the State's business and technical requirements as defined and documented during the project. The Acceptance Test Plan will cover functional testing and may cover any or all of the following:
    a. Performance/load testing
    b. Interfaces with business partner systems
    c. Usability testing

A.18.m   Testing Requirements – Test Environment Preparation

A.18.m.1   Contractor Responsibilities.
1. The Contractor shall install software into the acceptance test environment only with prior written approval from State project management.

2. The Contractor shall provide all software and documentation required to support system backup, recovery, restart, and reorganization of the State's testing environment.
3. The Contractor shall prepare procedures for loading, capturing or reporting, and refreshing data in the State's test environment. The Contractor shall deliver these procedures as part of the initial release of the software it submits for acceptance testing.
4. The Contractor shall prepare test data and data to be retained for ongoing testing which supports thorough test coverage according to approved Contractor test plans.
5. The Contractor shall convert samples of legacy data sufficient for the State to conduct acceptance testing according to its Acceptance Test Plan. This will include populating the system with sufficient data so that the acceptance test environment contains a fully functional system.
6. The Contractor shall train the State's acceptance test team members on basic use of the system.

A.18.m.2   State Responsibilities.
1. The State will assign staff to form an acceptance test team.
2. The State will schedule acceptance test team members for training and testing activities.
3. The State will advise the Contractor on the acceptability of converted (seed) data for acceptance testing.

A.18.n   Testing Requirements – Test Execution: Unit Test

A.18.n.1   Contractor Responsibilities.
1. The Contractor must perform unit tests on-site.
2. The Contractor must be prepared to reproduce any or all unit tests upon State request.

A.18.n.2   State Responsibilities.
1. The State may, at its sole discretion, require the Contractor to reproduce any or all unit tests.

A.18.o   Testing Requirements – Test Execution: Integration Test

A.18.o.1   Contractor Responsibilities.
1. The Contractor must perform integration tests on-site.
2. If the Contractor uses testing tools for integration testing, those tools shall be the State standard products and versions.
3. The Contractor shall perform a full integration test in the State's testing environment prior to releasing the software to the State for acceptance testing. The software release must pass this test for the State to consider allowing it into acceptance testing.

A.18.o.2   State Responsibilities.
1. The State will observe or review the full integration test as part of its decision to accept a software release into acceptance testing.

A.18.p   Testing Requirements – Test Execution: System Test

A.18.p.1   Contractor Responsibilities.
1. The Contractor must perform systems tests on-site.
2. If the Contractor uses testing tools for system testing, those tools shall be the State standard products and versions.
3. The Contractor shall perform a full system test in the State's testing environment prior to releasing the software to the State for acceptance testing. The software release must pass this test for the State to consider allowing it into acceptance testing.

A.18.p.2   State Responsibilities.
1. The State will observe or review the full system test as part of its decision to accept a software release into acceptance testing.

A.18.q   Testing Requirements – Test Execution: Capacity Evaluation Test

A.18.q.1   Contractor Responsibilities.

1. The Contractor shall conduct all planned capacity evaluation testing in accordance with the approved Capacity Evaluation Plan.
2. If the Contractor uses testing tools for capacity evaluation testing, those tools shall be the State standard products and versions.
3. The Contractor shall conduct all planned capacity evaluation testing in cooperation with a designated State capacity evaluation test team (see Capacity Evaluation Testing: State Responsibilities, below).
4. The Contractor must be prepared to perform multiple iterations of capacity evaluation testing upon State request.
5. The Contractor shall obtain written acceptance of the test results from the State capacity evaluation test team.

A.18.q.2   State Responsibilities.
1. The State will assign technical staff to form a capacity evaluation test team. Team members will represent all areas relevant to the system's technical design.
2. The State capacity evaluation test team will support and participate in the Capacity Evaluation Test on a limited basis. Team members will be available part time only and only when scheduled in advance.
3. The State capacity evaluation test team will evaluate capacity test results and advise the Contractor on their acceptability.

A.18.r   Testing Requirements – Test Execution: Acceptance Test

A.18.r.1   Contractor Responsibilities.
1. The Contractor shall reset the acceptance test environment to its initial state (see Test Environment Preparation, above, in this attachment) upon State request.
2. The Contractor shall resolve any issues or discrepancies reported by the State as defined in the Defect Reporting and Resolution section of this attachment (below).
3. The Contractor shall work with the State to investigate potential scope changes and complete change orders authorized by the State as described in the Change Management/Scope Control section of this attachment (above).

A.18.r.2   State Responsibilities.
1. The State will determine when a system release is acceptable for conducting acceptance testing. The acceptance test entrance criteria will include:
   a. Contractor has successfully demonstrated system and integration testing and the State has approved all reviewed unit, integration, and system test results.
   b. Contractor has delivered to the State all deliverables prerequisite to or associated with the system release and the State has approved these deliverables.
   c. Contractor has placed the complete code base under version control/configuration management.
   d. Contractor has successfully converted and loaded acceptance test data as required by the State.
   e. Acceptance test team has been trained on the application.
2. The State will conduct a rigorous acceptance test of the system following the procedures defined in the Acceptance Test Plan and using State-standard testing tools.
3. The State will verify and document its acceptance test results including reporting any issues or discrepancies discovered as defined in the Defect Reporting and Resolution section of this attachment (below).
4. The State will identify potential scope changes and authorize change orders it deems necessary to project completion as described in the Change Management/Scope Control section of this attachment (above).
5. The State will notify the Contractor in writing when it determines that the system is acceptable.

A.18.s   Testing Requirements – Test Results Analysis and Reporting: Defect Reporting and Resolution

A.18.s.1   Contractor Responsibilities.
1. The Contractor shall fix all system defects identified by the State and as required by the State.
2. The Contractor shall track the work on each required fix and report progress upon State request.

3. The Contractor shall fix system defects according to their State-assigned priority.
4. The Contractor shall obtain written authorization from the State before proceeding with a fix.
5. The Contractor shall evaluate each reported issue/discrepancy and report its findings to the State. Findings shall include:
    a. An estimate of the time and effort needed to resolve the issue/discrepancy
    b. Potential impacts/risks to the project schedule and resources
    c. Potential impacts/risks to the application/system
6. The Contractor shall fix system defects that the State classifies as "critical" as quickly as possible, bringing to bear all reasonable resources.
7. The Contractor shall resolve all non-critical issues/discrepancies typically within fifteen (15) business days after State authorization to proceed with the work.

A.18.s.2   State Responsibilities.
1. The State will identify issues and discrepancies and report them to the Contractor using a standardized written or electronic format.
2. The State will determine the severity of each reported issue/discrepancy and will classify certain issues/discrepancies as "critical" at its sole discretion.
3. The State will be the final authority as to determining whether an issue/discrepancy is a defect or not.
4. The State will assign a relative priority to the defect after considering the Contractor's findings.
5. The State will be the final authority as to determining whether a defect is fixed and can be classified as closed or not.
6. The State may waive fixing a defect at its sole discretion.

A.18.t   Testing Requirements – Test Results Analysis and Reporting: Capacity Evaluation Report

A.18.t.1   Contractor Responsibilities.
1. The Contractor shall prepare a Capacity Evaluation Report, which documents in detail the results of the capacity evaluation test and recommends resolutions for any performance deficiencies found. The report shall conform to the description in the Deliverable Specifications section of this attachment.
2. The Contractor shall obtain written approval of the draft Capacity Evaluation Report from a designated State technical team (see Capacity Evaluation Report: State Responsibilities, below) before submitting it for project-level approval.
3. The Contractor shall obtain written approval of the Capacity Evaluation Report from the State (project management level).

A.18.t.2   State Responsibilities.
1. The State will designate a technical team to review and approve the draft Capacity Evaluation Report. (This may be the same team as described in Capacity Evaluation Testing: State Responsibilities, above.) The technical team will provide written approval when the report is acceptable.
2. The State project management shall review the Capacity Evaluation Report and advise the Contractor as to its acceptability.

A.18.u   Testing Requirements – Test Asset Management

1. The Contractor shall retain the test procedures, test data used, and results of unit tests for a time period determined by the State and shall make this test documentation available upon the State's request.
2. The Contractor shall retain the test plans, cases, procedures, test data used, and results of integration tests for a time period determined by the State and shall make this test documentation available upon the State's request.
3. The Contractor shall retain the test plans, cases, procedures, test data used, and results of system tests for a time period determined by the State and shall make this test documentation available upon the State's request.
4. The Contractor shall retain all supporting documentation created or obtained during the Capacity Evaluation Test for a time period determined by the State and shall make this documentation available upon the State's request.

A.18.v   Disaster Recovery Plan Testing. The Contractor shall be required to update, test and maintain a Disaster Recovery Plan designated to minimize any disruption to the processing of State transactions during the term of this contract. The Contractor will be responsible to work with OIR to develop and maintain adequate backup capabilities for all electronic entry and batch processing functions of the Edison system. The Disaster Recovery Plan shall also address all processing, files, and software maintained on the LAN.

The Contractor will conduct annual test runs of the system as directed by the State. The disaster recovery plan and procedures shall, at a minimum, provide the following:
   a)   Continued processing of the State transactions assuming the loss of the primary processing site. This shall include interim support for the online component of the Edison system.
   b)   A detailed file backup plan and procedures, including the offsite storage of crucial transaction and master files. The plan and procedures shall include a detailed schedule for backing up critical files and their rotation to an offsite storage facility. Acquisition and maintenance of the offsite storage facility shall be the responsibility of OIR.
   c)   The maintenance of Edison documentation and source program libraries at an offsite location.
   d)   The Disaster Recovery Plan developed by the Contractor and any proposed changes must be approved by the State.

A.19   Detailed Approach. As stated above in Section A.4, the scope of work under this Contract shall consist of two Phases, each with six Work Stages. Additionally, the deployment of Phase II, Stage 5 for Financials/ Procurement/ Logistics will be performed in multiple waves. An overview of each phase and their respective stages (which includes associated tasks, deliverables, and respective Contractor and State responsibilities) is shown within this section. Additionally, milestones and deliverables are detailed in a Responsibility Matrix for each stage. The responsibility for each of these deliverables is shown in the Responsibility Matrix chart following the brief explanation of each deliverable. The term "Accountable" indicates the party ultimately accountable for the deliverable, while "Contributing" indicates the party that has significant involvement to ensure success. Involvement may be in resource time and/or knowledge and information. Each deliverable will have an acceptance form that will be used to confirm acceptance by both the State and the Contractor.

Stage 1: Plan is described in this Scope of Services only once since Stage 1 of Phase I: HR/Payroll and Stage 1 of Phase II: Financials, Procurement, and Logistics will happen concurrently. All subsequent stages and their associated responsibility assignments are described separately within each respective phase.

A.20   **Phase I**: HR/Payroll *and* **Phase II**: Financials, Procurement, and Logistics *Concurrently*, **Stage 1**: Plan

The purpose of Stage 1 is to perform initial planning and preparation for the Edison project with respect to the overall implementation effort. Activities during this stage will include:
   •   Confirming the project goals and objectives for the Statewide Edison Project
   •   Clarifying the scope of the implementation
   •   Reviewing/confirming the implementation strategy, and defining the overall project schedule and implementation sequence
   •   Assisting the State Project Management team in establishing the project organization and governance structure
   •   Assigning resources based on the needs of the project

A.21.a   Stage 1 Project Deliverables:

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.21.a.1   Project Charter. Updates to the existing project charter.

A.21.a.2   Project Team Organization Chart. Pictorial representation of team organization, including members of both the State and Contractor teams. The initial draft of this chart shall be completed in response to RFP Attachment 6.3, Section B.10.

A.21.a.3   Master Project Workplan. The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project, including each product development phase. The Master Project Work Plan shall be based on the Plan created in response to RFP Attachment 6.12, Section 6.12.1.3 and updated during the Planning Stage. The Master Project Work Plan shall be reviewed weekly with the State Project Manager and updated throughout the project to reflect current information.

The Master Project Work Plan shall include the following:

- Work Breakdown Structure. A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables and milestones shall be provided.

- Timetables. The Master Project Work Plan shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. This includes critical deadlines and milestones for Contractor and State deliverables, including purchase and installation of equipment. The dates arrived at within the Master Project Work Plan must be mutually agreed upon between the State and the Contractor within thirty (30) days of submission of the Master Project Work Plan, with the State having final authority for approval.

- Resource Loading. The plan will include assignment of Contractor personnel (including sub-contractor personnel, if applicable) and State personnel by task with estimated hours. The Contractor shall ensure that the schedules of the project staff have been designed to guarantee timely completion of deliverables. A summary of total Contractor and State hours by phase is required.

- Critical Path. The Master Project Work Plan shall include a critical path with parallel and dependent project tasks.

- Assumptions and Constraints. The Contractor shall identify and document any assumptions or constraints that relate to the approved Master Project Work Plan. The Assumptions and Constraints document used to create the initial submitted Work Plan shall be updated during the Planning Stage and throughout the project to reflect current information.

- Project Risks. The Contractor shall document potential project risks that could impact their ability to meet milestone dates in the Master Project Work Plan. The Contractor shall also document procedures for handling of potential and actual problems; this shall also include general plans for dealing with the slippage of critical dates.

The Project Risks document shall be created during Stage 1 Plan and shall be updated throughout the project to reflect current information.

A.21.a.4   Communication Plan. The State realizes the critical importance of effective project communication to provide the links for people, information, and ideas that are essential for project success. To ensure that everyone is prepared to send and receive communication in the most effective manner, a plan for managing project communication is required. The Communication Plan shall define the information and communication needs of the stakeholders, including who needs access to project information, what information is needed, when it will be needed, and how the information will be provided to them.

The State has responsibility for completion and maintenance of the Communication Plan; however, it is expected that the Contractor will contribute significantly to the Plan's content. The Contractor will provide examples of successful Communication Plans from previous engagements to support the State in creating its Plan.

The Project Team shall utilize the following information for communication planning: project organization, project stakeholder responsibilities and relationships; identification of individuals that will be involved in the communication process and their locations; external information needs, including the press, governmental agencies, and other interested parties; availability of communication technology; and constraints and assumptions, relating to communication methods or media.

The Communication Plan shall include, but not be limited to, the following:
- Collection structure;
- Distribution structure;
- Description of information to be disseminated;
- Method for updating the communication plan; and
- Schedules listing when information will be produced.

A.21.a.5 Cultural Change Management Plan
- Case for Action (Why the Change is happening)
- Organization & Stakeholder Assessment
- Review of current plans & activities
- Change Management approach (Technical, Business, Human environment)
- High-level Change Strategy to guide activities

The State will lead the cultural change management effort with the assistance of the Contractor. The Contractor must provide one (1) full-time resource that will provide change management leadership and guidance. The State will assume responsibility for leading the change management effort based on direction from this resource.

A.21.a.6 Project Standards and Procedures
Contractor shall draft and submit for approval to the State a set of rules, forms, templates, etc. relating to the project that allows for a common understanding and consistent documentation approach for all documentation generated by project, including presentations, technical documentation, user documentation, memos, bulletins and other documentation that will be viewed external to the project

A.21.a.7 Architecture Design Plan
Contractor shall create, with the input and support of the State, a detailed plan for the technical architecture of the system. This plan will be produced in close partnership with the technical staff of the State, using the technical components specified in the Contractor's response to RFP Attachment 6.11, State Technical and Architectural Standards. This plan shall include:
- A detailed hardware configuration for the system, including types, manufacturers, models, location, and capacities of all hardware components, including servers, routers, disk storage or arrays, peripherals, system printers, etc.
- System operating environment, including special electrical, cooling or facility requirements
- Updated Architectural Diagrams (see RFP Attachment 6.11, Section 6.11.8)
- Database instances (environments) to be maintained (e.g., Configuration/Unit Test, Development/Unit Test, Testing, Parallel Production Test, Training, Training Playground, Project Team Playground, Production, and others as determined by State and Contractor)
- Network and system infrastructure, communication bandwidth and capacity, security, etc.
The Contractor is responsible for establishing and maintaining all of the database instances (environments) shown above during the service period of this contract.

A.21.a.8 Capacity Evaluation Plan. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Capacity Evaluation Plan deliverable is a version of the test plan document described in the standard, but is focused on performance and load testing. It must also account for State technical staff support, participation, and review of the capacity evaluation effort. The Plan shall include the following elements:
1. State the purpose and scope of the plan, including a reference to the (approved) project Test Strategy deliverable.

2. Identify the specific system and network technical components to be evaluated. The evaluation must consider all tiers in the system architecture and the network communications between them. For example, the evaluation could include processor type, speed, and number along with main memory capacity and secondary storage capacity (various media types) for each server in each tier; client PC specifications; and minimum WAN bandwidth required to meet performance criteria.

3. Identify the performance characteristics to be evaluated. List the pass/fail criteria for each characteristic. Include any metrics that contribute to the performance characteristics. Define formulas to be used in calculating the performance characteristics and to extrapolate (predict) needed production-scale capacity.

4. Describe in detail the testing activities to be undertaken. Describe the techniques to be used. Precisely identify any software testing tools to be used by name and version (these must be State standard tools).

5. List the capacity evaluation tasks, milestones, and target dates based on the project work plan.

6. Identify any conditions that will cause testing to be suspended. List the criteria for resuming testing.

7. Define the outline for the Capacity Evaluation Report.

8. Provide detailed specifics of the test environment including exact locations, ancillary equipment, computers (servers or clients), systems software, and specialized equipment. Include or reference the component specifications. Identify any equipment that must be acquired to complete the test environment.

9. List and describe the responsibilities that each group involved in the capacity evaluation will have. The groups will include Contractor staff, State technical support staff for servers and the State network, State data resource management staff, and client agency technical staff.

10. Identify any special training the evaluation team members will need and time frames for obtaining it, and ensure this information is integrated into the Training Plan.

11. Document any risks, contingencies, and mitigation actions relevant to the Capacity Evaluation Plan.

A.21.a.9 _Capacity Evaluation Report_. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The capacity evaluation report will include features of the test summary report defined in the standard as follows.

1. Summarize the capacity recommendations for the evaluated system and network components.

2. Identify and describe any substantive variances of the actual capacity evaluation effort from the (approved) Capacity Evaluation Plan. Examples of possible substantive variances include test environment equipment specifications, network configuration or load, or in executing test procedures. Provide reasons for the variances and describe their impact on the capacity recommendations.

3. Evaluate the comprehensiveness of the evaluation effort. Identify those test items with lower confidence of accurate capacity recommendations and provide reasons.

4. Provide a detailed discussion for each evaluated component in each tier. Compare the test results and the item level pass/fail criteria. Provide recommendations for production-scale initial capacity and expected growth.

A.21.a.10 _Issue Resolution Plan_
Documentation of the plan to identify, document, and resolve any project issues that are identified throughout the project.

A.21.a.11 _Knowledge Transfer Plan_
How the Contractor will transfer expertise to the State project team members throughout the project.

A.21.a.12 _Training Plan_. The Contractor shall create a comprehensive Training Plan for project team training and for end user training that will be used as the foundation for knowledge transfer and retooling the workforce. The Contractor shall prepare a separate training plan for each type of training (project team, end user). Please refer to Contract Attachment B, Section B.4.2, for more details about estimated number of end users and other training parameters. All training shall be role-based, modular and scaleable in design. The Training Team will consist of Contractor and State personnel. The Contractor is expected to provide at least thirty-five (35) percent of the training development and training delivery resources.

- _Modular and Scaleable Classes_. The Contractor shall design modular and scaleable training classes to meet the specific needs of each individual who requires training for the Edison

System, and the method of training that will provide the most benefit for each business user. The Contractor should assume that training will be delivered to groups of approximately fifteen (15) participants.

- Training Content. The Contractor shall present sufficient overview in each training class to address how that specific training component fits into the larger picture and contributes to a result. The Contractor's training content shall include system workflow and usage training for all types of system users. The Contractor shall emphasize the importance of following standard practices for data entry and other system usage to ensure quality and completeness of data and to achieve maximum system benefits for all users.

- Training Curricula and Materials. The Contractor shall create role-based training curricula that are customized for each unique training class.   The Contractor is responsible for developing training materials and curricula in Microsoft Word; these training documents shall be converted to PDF format for electronic presentation to training participants. All training materials and curricula shall be owned by the State. The Contractor is not responsible for making copies of training curricula; this task shall be performed by the State. However, the Contractor shall ensure that all training curricula, plans, and other training materials are current prior to training.

  Contractor should also assume that a minimum of four courses will be delivered in a non-classroom setting as Computer Based Training (CBT) or a similar format. The costs to acquire and customize, or design and develop, these courses shall be included in the Contractor's staffing and pricing estimates.

- Training Schedule. In the Training Plan, the Contractor shall schedule training sessions in accordance with the system implementation schedule and the Master Project Work Plan. The Contractor shall prepare a training schedule for all training classes that schedules classes as close as possible to the user's need for the training. The State is responsible for identifying training locations and providing training facilities for training conducted by the Contractor for State business users.

- Training Preparation. The Contractor shall ensure that all procedures, training environment hardware and software configurations, classroom set-up requirements, etc. reflect the most current information for State training.

- Training Assessment. The Contractor shall implement methods to continuously assess and evaluate the training process and to make adjustments, as necessary. Training approach, curricula, methods, procedures, and materials will be changed as necessary to ensure that State participants are receiving the most effective training for the Edison System.

- Project Team Training. The Contractor, as part of its response to this RFP, shall have created a training plan for the State's ERP project team, including recommended classes, schedules and locations (if other than Nashville). Wherever possible, the Contractor will schedule the classes at a State facility in Nashville. Training recommendations will be based on the role and management level that each member of the State project team will hold, as discussed above in Contract Section A.13. All project team training costs, other than travel costs for classes outside of Nashville, will be included in the Contractor's Cost Proposal.

- Business User Training. The Contractor shall partner with State training staff through a train-the-trainer approach to perform training for business users who shall use the Edison System to perform daily job functions. Training shall be structured around the new business user roles that are defined during the Analysis/Design Phase. A business user is defined as a State employee or Contractor hired by the State to perform business functions.

  The business user training curricula and materials shall cover, at a minimum, the following topics:

  1) Edison Overview including: system benefits; data inputs, data outputs, and reports produced; major system business functions; and User Manual contents and usage.
  2) Edison Usage including: entering data and data validation; data correction and user help features; menu and system function navigation; problem recovery; report contents, report generation; search and inquiry features; and record update procedures.

3) Edison Operation including: seeking technical help (application and equipment assistance); all course instructors' and students' classroom materials (e.g. manuals, handouts, etc.).

- Technical Staff Training. The Contractor is responsible for training the State's technical team that will perform development, maintenance and support activities.

  1) Training Assessment by Technical User Role. The Contractor shall identify technical staff that the Contractor is responsible for training. The Contractor shall assess the training needs of the State's business analysts, systems analysts, DBA's, developers, and operations specialists.

  2) Technical Training Content. The Contractor is responsible for training the State's technical staff in the State-approved detailed product development methodology for the Edison System and in the use of automated tools that are used to support that methodology for the initial implementation and future maintenance and support of the system. The Contractor shall mentor State technical staff by allowing members of the State technical staff to work in conjunction with Contractor staff to transfer knowledge and build skills that are necessary to promote a successful turnover of future maintenance and support to State technical staff during the Post Implementation Support Phase.

  3) Technical Training Curricula and Materials. The Technical Staff training curricula and materials shall cover all aspects of system design, operation, and maintenance, including, at a minimum, the contents and usage of the Operations Manual.

A.21.a.13 User Readiness Assessment Matrix/Plan
  Identification of end users, assessment of their readiness for the impending change, and documentation of the plan for education and training to bring them to the proper level of readiness for the new Edison system

A.21.a.14 Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan during this stage of the Project. To prevent loss of data, the Contractor shall develop and implement backup and recovery procedures. This plan shall include procedures for the periodic copying of data to other media and the process for restoring data to its original or prior form. Tests shall be performed to validate the backup and recovery procedures. The Contractor shall include provision for off-site storage of the Edison application and data. The Contractor shall participate in the State's disaster recovery tests during the Implementation and Post-Implementation Support stages of this Project. The Contractor shall update this plan in subsequent phases, as more information is available.

A.21.a.15 Test Strategy. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Test Strategy deliverable is a high-level version of the test plan document the standard describes. It shall cover the following items.
  1. Describe the purpose and scope of the strategy. Include references to related project management documents.
  2. Identify the major technical components (hardware and software) that will be tested.
  3. Define the goals for test coverage in terms of major functions to be tested.
  4. Describe generally the testing activities to be undertaken. (Note that the strategy must cover capacity evaluation.) Identify tools or techniques to be used (software testing tools must be State-standard).
       a. Unit testing
       b. Integration testing
       c. Systems testing
       d. Capacity evaluation (performance testing)
       e. Acceptance test (describe the Contractor's activities in assisting the State to perform the acceptance test)
       f. Test incident (problem) reporting and resolution.
  5. List the major testing tasks within each activity identified in item 4, above. List all testing milestones. (The Contractor shall identify internal milestones for its testing effort based on the testing activities and tasks identified.)
  6. Identify general test pass/fail criteria, if any.

7. Identify any conditions that will cause testing to be suspended. List the criteria for resuming testing.
8. List the testing deliverables including documentation, input data, and test results.
9. Describe the test environment generally. Include general locations and types of equipment needed. Identify all specialized equipment needed (e.g. magnetic stripe card reader).
10. Identify the groups having responsibilities for testing or testing support. These groups may include the developers, testers, operations staff, user representatives, technical support staff, data administration staff, and quality support staff.
11. Identify estimated test team staffing counts by position title.
12. List all anticipated risks and contingencies.

A.21.a.16 <u>Test Management Plan</u>. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Test Management Plan deliverable is a version of the test plan document described in the standard. It may be developed as an enhancement of the Test Strategy deliverable. The Test Management Plan must address all of the Contractor's planned testing activities in detail. It shall cover the following items.
1. State the purpose and scope of the plan, including a reference to the (approved) project Test Strategy deliverable.
2. Document the specific technical components to be tested, including version or release identifications where known.
3. Identify all software features and combinations of software features within the previously listed major functions to be tested.
4. Describe in detail the testing activities to be undertaken. (Note that capacity evaluation has a separate plan at this level.) This section must precisely identify any software testing tools to be used by name and version (these must be State standard tools). The section shall cover:
    a. Unit testing.
    b. Integration testing, including external interfaces.
    c. Systems testing.
    d. Acceptance test (describe the Contractor's activities in assisting the State to perform the acceptance test).
    e. Test incident (problem) reporting and resolution.
5. Provide a schedule based on the project work plan for the testing tasks and milestones listed in the (approved) Test Strategy.
6. Define all general test pass/fail criteria listed in the (approved) Test Strategy.
7. Define in detail the test suspension and resumption conditions as listed in the (approved) Test Strategy.
8. Include templates or samples for each piece of test documentation listed in the (approved) Test Strategy. Include record layouts or sample data for input test data.
9. Provide detailed specifics of the test environment including exact locations, ancillary equipment, computers (servers or clients), systems software, and specialized equipment. Include makes and models for equipment. Identify any equipment that must be acquired to complete the test environment.
10. List and describe the responsibilities that each group identified in the (approved) Test Strategy will have.
11. Identify any special training test team members will need and time frames for obtaining it.
12. Document mitigation actions for the risks and contingencies listed in the (approved) Test Strategy.

A.21.a.17 <u>Quality Management Plan</u>. This deliverable shall be based on IEEE Std 730-1998 (or current release). It shall cover the following topics.
1. Purpose and scope of the plan, including identifying related project management documents.
2. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:
    a. Purpose and expected use.
    b. Definition of data elements used in the metric.
    c. Collection, calculation, and reporting method, schedule, and responsibility.
3. Standards to be used in the project (these may be references to external documents).
4. Quality control activities (those performed by both the Contractor and State).
5. Executive-level, milestone or payment point review activities.
6. Other quality management activities such as Contractor self-assessments and project defect reporting and resolution processes.

A.21.a.18 <u>Configuration Management Plan</u>. This deliverable shall be based on IEEE Std 828-1998 (or current release). It shall cover the following topics from the standard:
1.   Purpose, scope, key terms, and references.
2.   Responsibilities and authorities for accomplishing configuration management activities.
3.   Relevant configuration management activities to be performed on the project, including:
     a.   Configuration item identification.
     b.   Configuration control (managing changes and releases):
          i.   Procedures for non-code configuration items (e.g., text deliverables).
          ii.   Procedures for promoting software configuration items into testing (integration test, systems test, and acceptance test) environment.
     c.   Status accounting, reviews, and reporting.
     d.   Management of interfaces to other systems and of third-party components.
     e.   Other activities as required based on the scope and complexity of the project.
4.   Required coordination of configuration management activities with other project activities.
5.   Resources (tools, physical and human) required for operation of the configuration management system.
6.   Maintenance of the plan during the project.

The Contractor shall use an automated configuration management tool that is in compliance with State standards.

A.21.a.19 <u>Quality Assessment.</u>

A.21.b   <u>Stage 1 Responsibilities.</u>

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Project Charter	C	A
2 Project Team Organization Chart	C	A
3 Master Project Workplan	A	C
4 Communication Plan	C	A
5 Cultural Change Management Plan	C	A
6 Project Standards and Procedures	A	C
7 Architecture Design Plan	A	C
8 Capacity Evaluation Plan	A	C
9 Capacity Evaluation Report	A	C
10 Issue Resolution Plan	A	C
11 Knowledge Transfer Plan	A	C
12 Training Plan	A	C
13 User Readiness Assessment Matrix/Plan	C	A
14 Backup and Recovery Plan	A	C
15 Test Strategy	A	C
16 Test Management Plan	A	C
17 Quality Management Plan	A	C
18 Configuration Management Plan	A	C
19 Quality Assessment	A	A

Notes for Responsibility Matrix:
2 Project Team Organization Chart. State is responsible for establishing the overall team structure with consultation from Contractor. Each party is responsible for staffing their key positions.

3 Project Workplan. Contractor will draft the project work plan which will include project tasks, estimated time budgets for each task, as described more fully above. Contractor and State will work together to establish a final project plan including a mutually agreeable division of labor.

6 Project Standards and Procedures. Contractor will bring recommended templates for project standards/procedures.

10 Issue Resolution Plan. Contractor is responsible for drafting Issue Resolution Plan with input and approval from State.

18 Contractor is responsible for maintenance and upgrade of any non-State standard software during the contract period.

A.22   **Phase I**: HR/Payroll, **Stage 2**: Analysis/Design

The purpose of Stage 2 is to produce the system design, which identifies the details of the new business processes that will be developed, tested, and implemented at the State. During this stage, the Contractor's response to RFP Attachment 6.8, ERP Functional Requirements, will be used as a reference to help develop the new business processes in a series of workshops attended by State subject matter experts. Once the design has been completed and accepted by the State, it will define the new business processes to be implemented and the detailed scope of the implementation.

Major activities that are performed in this stage include:

- Define the scope of software configuration
- Perform a fit-gap analysis
- Revise and finalize the overall project schedule and implementation sequence
- Develop a list and prepare high-level development specifications for custom reports, interfaces, conversions and enhancements
- Conduct business process workshops
- Install the development system

A.22.a   Stage 2 Deliverables:

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.22.a.1 ERP Software Installed. All baseline software as proposed (including any 3rd party software proposed and required to meet functional requirements in the RFP) has been property installed and is functioning as intended. Vendor test suite has been run and verified against installed software.

A.22.a.2 System Administration Procedures. Documentation of all procedures required for proper system operation, including but not limited to: establishment and maintenance of various instances required for the project, back-up and recovery, and database administration.

A.22.a.3 HR/Payroll Coding Design. Development and documentation of all coding structures required for the configuration of all HR and Payroll modules and for meeting state and federal reporting requirements.

A.22.a.4 Perform Fit-Gap Analysis. The Contractor shall perform a fit-gap analysis by comparing the Contractor responses to the Functional Matrix to the baseline ERP software solution. The Contractor shall identify, analyze, and document the requirement gaps. This document shall map, at a detailed level, the extent that the software can meet the State's functional requirements and "to be" business processes. In preparation for presentation and approval from the PSC, the Contractor shall detail each change needed to bring the software package into compliance with the State's requirements and "to be" business processes, and a design solution shall be identified that shall meet the State's needs. For each requirement that requires custom code, the impact in cost and time for this customization during the initial implementation as well as for future upgrades shall be documented. For each requirement that can be met out-of-the-box with little or no configuration required, specific examples of screen shots, database relationships, and workflow processes shall be provided to establish that the requirements can be satisfied. The Fit-Gap Analysis document shall be presented to the PSC for review and approval.

A.22.a.5   System Design Document. The purpose of this task is to create a document that describes the design of the proposed solution and implications for the State's administrative business functions. This document will communicate the new business solution and expected changes to the organization. The deliverable will include:

- The proposed integrated business processes
- High-level introductory descriptions for each process
- Supporting visual process flow or hierarchical diagrams
- Documentation of all system configuration items to support the business process design

A.22.a.6   Interface Approach Plan. Document which summarizes the requirements for interfaces for State's Edison system within the HR/Payroll business areas.

The Contractor will be responsible for the development and deployment of a set of standard inbound and outbound interfaces for the State to process transactions from and to those State administrative systems not replaced by the new Edison system. The Contractor will also be responsible for developing all temporary interfaces that are needed for the period of time between the time that HR/Payroll goes live and Finance/Procurement/Logistics goes live. Also, depending on the schedule of deployment for Financial/ Procurement/ Logistics functions, the deployment waves for this stage could create the need for temporary interfaces from legacy systems to Edison. These temporary interfaces will be the Contractor's responsibility. Also, the vendor will be responsible for developing two on-line real time interfaces. Standard inbound and outbound Edison interfaces, as well as on-line interfaces include, but are not limited to, the following interface examples:

SOURCE SYSTEM	TARGET SYSTEM	INFORMATION	CONTRACTOR – RESPONSIBILITY	STATE– RESPONSIBILITY	AGENCY – RESPONSIBILITY
Edison (ERP)	STARS	Financial Results of Payroll Run	Produce an extract from Edison in a format acceptable to STARS	Provide a standard inbound invoice file format	None
Agency System	Edison (ERP)	Single and Multi-Payee Invoice, with capability to update Purchase Order (inbound)	Provide a standard inbound invoice file format.	Assist agency with producing an extract in a format acceptable to Edison	Produce extract from the agency system in a format acceptable to Edison
Agency System	Edison (ERP)	Journal Voucher (inbound)	Provide a standard inbound journal voucher file format.	Assist agency with producing an extract in a format acceptable to Edison	Produce extract from the agency system in a format acceptable to Edison
Agency System	Edison (ERP)	Accounts Receivable (inbound)	Provide a standard inbound accounts receivable file format.	Assist agency with producing an extract in a format acceptable to Edison	Produce extract from the agency system in a format acceptable to Edison
Agency System	Edison (ERP)	Cash Receipt (inbound)	Provide a standard inbound cash receipt file format.	Assist agency with producing an extract in a format acceptable to Edison	Produce extract from the agency system in a format acceptable to Edison

SOURCE SYSTEM	TARGET SYSTEM	INFORMATION	CONTRACTOR – RESPONSIBILITY	STATE– RESPONSIBILITY	AGENCY – RESPONSIBILITY
Edison (ERP)	Agency System	Warrants Issued and Cancelled (outbound)	Produce a warrant extract file from Edison that is similar in structure and format as the file produced by STARS.	Assist agency with any needed file adjustments	Receive extract file from Edison and adjust as needed to accomplish agency purpose.
Edison (ERP)	Agency System	Summary Expenditures and Revenues (outbound)	Produce a summary expenditure and revenue extract file from Edison that is similar in structure and format as the file produced by STARS.	Assist agency with any needed file adjustments	Receive extract file from Edison and adjust as needed to accomplish agency purpose.
Edison (ERP)	Agency System	Fund Balances (outbound)	Produce a fund balance extract file from Edison that is similar in structure and format as the file produced by STARS.	Assist agency with any needed file adjustments	Receive extract file from Edison and adjust as needed to accomplish agency purpose.
Agency System	Edison (ERP)	Payroll Time Entry (inbound)	Provide a standard inbound time entry file format.	Assist agency with producing an extract in a format acceptable to Edison	Produce extract from the agency system in a format acceptable to Edison
Edison (ERP)	Agency System	Payroll Data (outbound)	Produce a payroll extract file from Edison that is similar in structure and format as the file produced by SEIS.	Assist agency with any needed file adjustments	Receive extract file from Edison and adjust as needed to accomplish agency purpose.
Agency System	Edison (ERP)	Retirement deduction (inbound)	Provide real time update to Edison through CRIS	Assist in field format adjustments	Send/receive data in format acceptable to Edison
Agency System	Edison (ERP)	Project expenditure (inbound)	Provide real time update to Edison through PPRM	Assist in field format adjustments	Send/receive data in format acceptable to Edison

The Contractor shall provide services to the overall interface effort as noted in the table above, which includes (but is not limited to):

- Needs assessment
- Interface design
- Interface development
- Testing
- Development of procedures that support interface operations

The Contractor will not be responsible for developing or deploying agency-specific code as part of the standard set of inbound and outbound interfaces. Contractor will be responsible for modifying its

standard interface formats to include any required data fields not already appearing in the interface formats. Agencies will be responsible for modifying their current programs to produce files that match the Contractor's standard inbound interface format. The agencies will also develop programs to use the outbound interface.

A.22.a.7   Data Conversion Plan. Addresses the State's planned approach for converting HR and payroll data. The plan shall address the following, at a minimum:

- Data cleansing
- Identification of all conversion tasks
- Schedule of conversion tasks
- Identification of all data sources
- Identification of data elements and/or systems to be converted
- Identification of data needed to populate the system so that the Edison System is a fully functioning system
- Data conversion and load process
- Conversion environments
- Conversion testing
- Identification and tracking of defects
- Roles, responsibilities, and staffing to support conversion
- Conversion overview noting objectives, approach, roles, techniques, testing process, data validation, impact and resources
- Conversion strategy for handling transition period when switching from the old system to the new and the interfaces associated with each
- Conversion process (automated, manual, verification procedures, and acceptance responsibilities)
- Conversion of data into a common format (i.e. XML) prior to the loading into the Edison System
- Conversion support (system resource requirements, policy and hardware)
- Manual conversion system/data cleanup activities
- Manual data entry activities
- Procedure for continually updating Edison data when there are changes to the source systems
- Identification of necessary computer processing workloads
- Identification of and planning for manual support requirements
- Identification of control procedures and evaluation criteria
- Special training for conversion activities
- Any interim file maintenance requirements
- Development of conversion programs (includes specifications, program coding, test plans, and complete testing)
- Backup and recovery of converted data, including methods for returning to legacy state

The Contractor's responsibility for required data conversion activities associated with the project includes the following:

- Confirm statewide, agency-specific and supplier data conversion requirements
- All aspects of creating and populating the production database necessary to move the system into its full production environment;
- Data transfers during the period when the old and new systems are both operating (during year-end close processing or during implementation phasing);
- Establishment of beginning balances in the new fiscal year;
- The conversion of any detailed history or open items necessary to support particular reporting, auditing, or processing objectives;
- Data sources for chart of account data and financial, procurement, human resources and payroll history;
- Expected data volumes;
- Identification of those conversions where automated conversion tools or programming can be used to significantly reduce data conversion labor; and
- Roles, responsibilities and a schedule for the conversion effort.

In the execution of the conversion plan outlined above, the Contractor will be responsible for developing and testing automated conversion programs to support the commencement of live operations. If correction or cleansing of any of the State-provided data is required, those tasks are the responsibility of the State, although direction from the Contractor may be required. Efforts to be provided by the Contractor shall include, but not be limited to:

- Developing programming specifications
- Coding of conversion programs in accordance with program specifications
- Performing unit and integration testing of the conversion programs
- Converting, at a minimum, the following information:
  - Vendor and related location information (TOPS and STARS);
  - Employee profile information and related compensation information (SEIS, TIS, FLEX);
  - Insurance participants, premiums and contributions (TIS);
  - Account code/classification data (STARS);
  - Commodity classification data (TOPS); and
  - General ledger account balances by fund (STARS).
- Building any crosswalk file structures required to assist the State in developing test scenarios and conducting acceptance testing
- Running the conversion programs and assisting the State with the verification of the converted data in the production environment. The Contractor will lead the data conversion/loading effort. The State will be responsible for verifying the accuracy of the converted/loaded data.

Additionally, the Contractor is responsible for providing a data repository solution for certain legacy HR/Payroll data. Please see the discussion of this system in RFP Attachment 6.12, Section 6.12.4.4.

A.22.a.8 Inventory of Planned Enhancements. A listing of all enhancements to be developed in order of priority, the business justification for each enhancement, potential risk to the project, as well as cost, work plan and staffing impact.

A.22.a.9 Inventory of Planned Custom Reports. A listing of all reports and custom forms to be developed in order of priority, the business justification for each report, potential risk to the project, as well as cost, work plan and staffing impact. Although this list will be comprehensive, the Contractor shall be responsible for the design and development of fifteen (15) reports of average level of difficulty and fifteen (15) reports of complex level of difficulty in HR/Payroll during the implementation effort. State will be responsible for providing functional design input and signoff for these reports.

A.22.a.10 Inventory of Workflows and Notifications.

The Contractor shall plan on designing, developing, and testing twenty (20) complex workflows and twenty (20) standard workflows. The State will take responsibility for developing additional workflows outside of the twenty complex and twenty standard workflows.

The State would also like to send notifications to end users or customers based on certain business events. Candidate workflows and notifications are listed in the tables below:

WORKFLOW/ELECTRONIC APPROVAL		
AREA	BRIEF DESCRIPTION	HIERARCHY
PURCHASING		
Requisition	Routing based on Document Type, Dollar Amount or Commodity/Service	3 Levels - 1) Requisitioner to Department/Division Head 2) Department or Division Head to Agency Purchasing 3) Agency Purchasing to Central Purchasing
Solicitation	Routing based on Document Type, Dollar Amount or Commodity/Service	3 Levels - 1) Agency Purchasing to Agency Head 2) Agency Head to Central Purchasing or Oversight Authority 3) Oversight Authority or Central Purchasing Return to Agency Purchasing

WORKFLOW/ELECTRONIC APPROVAL		
AREA	**BRIEF DESCRIPTION**	**HIERARCHY**
Purchase Order	Routing based on Document Type, Dollar Amount or Commodity/Service	2 Levels - 1) Agency Purchasing to Agency Fiscal Office 2) Agency Fiscal Office to Department Head
PERSONNEL ADMINISTRATION		
Personnel Action Approvals	Routing based on Organizational Unit and Transaction Type	2 Levels - 1) Agency field office to Agency Central Personnel Office, 2) Agency Central Personnel Office to the Department of Personnel
Employee Suggestions	Routing based on Type of Suggestion	3 Levels - 1) Department of Personnel to Agency, 2) Agency to Department of Personnel, 3) Department of Personnel to Review Panel
Freeze Exemption	Routing based on Transaction Type	2 Levels - 1) Agency field office to Agency Central Personnel Office, 2) Agency Central Personnel Office to the Department of Personnel
Performance Evaluation	Routing based on Organizational Unit	4 Levels - 1) Reviewer, 2) Supervisor, 3) Employee, 4) Appointing Authority
PAYROLL		
New Hire Approval extension of Personnel Action Approval above	Routing based on transaction type	1 Level - 1) Agency Payroll Officer
Additional Payments	Routing based on transaction type	3 Levels - 1) Agency Personnel or Payroll Officer to Agency Fiscal Director 2) Agency Fiscal Director to Department/Division Head 3) Department of Division Head to Personnel if additional pay, or Payroll if fringe benefit
Separating Employee with lump sum leave payment	Routing based on transaction type	5 Levels - 1) timesheet entry to timesheet approver (timekeeping module) 2) Agency Personnel and Payroll Officers to Agency Fiscal Director 3) Agency Fiscal Director to Dept/Division Head 4) Dept/Division Head to Dept of Personnel 5) Deceased employees - Department of Personnel to Payroll and Statewide Accounting
Simulation of Payroll	Routing based on transaction type	1 Level - 1) Agency Payroll Officer
APPLICANT TRACKING		
Application Selection	Routing based upon request by agency for register(s)	2 Levels - 1) DOP to Agency and 2) Agency to DOP
CLASSIFICATION & COMPENSATION		
Routing Package Process for Class Changes	Routing based upon organization unit within DOP	1 level - 1) Class/Comp to Technical Services, Applicant Services, and Examinations Division
Position Actions	Routing based upon organizational unit	3 Levels - 1) Agency personnel to Agency management 2) Agency Management to Budget 3) Budget to Class/comp
Classification Actions	Routing based upon organizational unit and class code (career service classes)	3 Levels - 1) Agency personnel to Agency management 2) Agency Management to Budget 3) Budget to Class/comp
TIMEKEEPING & LEAVE ACCOUNTING		
Leave and Overtime Request	Routing based on Organizational Unit	2 Levels - 1) Employee, 2) Supervisor
Time Approval	Routing based on Organizational Unit	3 Levels - 1) Employee, 2) Timekeeper, 3) Supervisor
Time and Attendance Adjustments	Routing based on Transaction Type	2 Levels - 1) Agency field office to Agency Central Personnel Office, 2) Agency Central Personnel Office to Department of Personnel
Sick Leave Bank Enrollment	Routing based on Transaction Type	1 Level - 1) Employee to Department of Personnel
Sick Leave Bank Withdrawal	Routing based on Transaction	1 Level - 1) Employee to Department of

WORKFLOW/ELECTRONIC APPROVAL		
AREA	**BRIEF DESCRIPTION**	**HIERARCHY**
	Type	Personnel
Sick Leave Transfer Request	Routing based on Transaction Type	1 Level - 1) Employee to Department of Personnel
TRAINING & EMPLOYEE DEVELOPMENT		
Training Registration	Routing to notify appropriate individuals	2 Levels - 1) Employee to Supervisor 2) Supervisor to Training Coordinator
ACCOUNTS PAYABLE		
Invoice- PO	Routing based upon organizational unit	1 Agency personnel 2) agency Accounts Payable 3)Accounts
Invoice- non-PO	Routing based upon organizational unit	1 Agency personnel 2) agency Accounts Payable 3)Accounts
Wires	Routing based upon organizational unit	1 Agency personnel 2) agency Accounts Payable 3)Accounts
Vendor Maintenance	Routing based upon fields selected upon registration through self service i.e. purchasing, diversity, TDOT, contracting	1)vendor 2) purchasing 3) diversity 4) TDOT 5) OCR 6) Accounts
ACCOUNTS RECEIVABLE		
Deposits	Routing based upon organizational unit	1) Agency depositor 2) Treasury 3) Accounts
TRAVEL		
Travel	Routing for approval based upon organizational assignment and organization unit	1 Agency personnel 2) agency management 3)Accounts
GENERAL LEDGER		
Chart of Accounts	Routing for chart of account change	1) Agency requestor 2) Budget Approval 3) Accounts approval
JV - Intra departmental	Routing for approval based upon organizational assignment and organization unit	
JV- Inter departmental	Routing based upon organizational unit	
PROJECT MANAGEMENT		
Project Management	Project Mgt workflows based upon draft processes from Real Property Administration:	1) Submitter 2)Project Approver 3) Funding approval
Project Planning	Project planning which includes assigning resources and scheduling tasks. Routing will by phases of a project and assignments	!) Project manager 2) party responsible for dispatching work and documenting progress
Design phase	Design approval	Design submitter 2) Design approval
ASSET MANAGEMENT		
Acquisition of Real Property	Routing based on asset type, and role	2 Levels - 1) Agency Acquiring Asset to Oversight Authority 2) Oversight Authority to F&A Accounts
Transfer	Routing based on organization unit/agency and asset type	3 Levels - 1) Agency Transferring Asset to Agency Receiving Asset 2) Agency Receiving Asset to Central Asset Management 3) Oversight authority as needed.
PLANT MAINTENANCE AND FLEET MANAGEMENT		
Work Orders	Routing based on request type, resources, dollar, and role	3 Levels - 1) Agency Requesting Service to Maintenance Division 2) Maintenance Division to Staff Performing Work 3) Staff Performing Work to Agency Requesting Service-Work Complete

NOTIFICATIONS		
Circumstance	**Volume/Month**	**Current Notification**
Travel Reimbursement Approval	2400	Yes, for pilot users of TRIPS
Travel Reimbursement Paid	2400	Yes, Letter
Payroll payment Notification	100,000	Yes, direct deposit advice
Direct Deposit Addition or Change	1,000	Yes, Letter
Involuntary payroll deductions such as liens	800	Partial, letter
Confirmation of personal data changes	2,000	No
Training for Classes		Quarterly by payroll stub insert
Acceptance to training class	700	No
Reminder to class	700	No
Request for Interview	Not known	
Notification of Scores	Not known	
PCQ (Position Classification Questionnaire)	260	Phone or email
Class Actions	14	Phone or email
Insurance Notification (all)	3500	Yes, letter
Flex Benefits Approved	450	Yes, Letter
Change to Flex Expenditure Accounts	450	Yes, letter
Flex money remaining at year end	500	Yes, letter
Flex Claims Statements	450	Yes, letter
Dependent Losing Eligibility	1500	Yes, letter
Vendor notification of payments	30,000	Yes, remittance advise
Vendor self service (address changes, etc)	5,000	No
Application processing request	8,000	Yes, letter
Employee Request for Insurance Pending	Not known	No
Employee Request for Insurance Additional Information Needed	Not known	No
Employee Request for Insurance Approved/Denied	Not known	No
Retroactive Transaction Pending	Not known	No
Retroactive Transaction Need Additional Information	Not known	No
Retroactive Transaction Approved/Denied	Not known	No
Retroactive Refund Amount Approved/Denied	Not known	No
Request for Flex Expenditure Reimbursements Received	Not known	No
Request for Flex Expenditure Reimbursements Additional Info	Not known	No
Request for Flex Expenditure Reimbursements Approved/Denied	Not known	No
Personnel Employee Transaction Approval	3,000	No
Freeze Exemption Approval	Not known	Yes, email
Performance Evaluation Due (Interim Reviews and Final Evaluation)	10,000	No
Employee Suggestion Response	15	Yes, Letter
Sick Leave Transfer Approval	15	No
Sick Leave Bank Enrollment	150	No
Sick Leave Bank Reassessment Notice	200	Yes, Letter
Sick Leave Bank Withdrawal Approval	50	No
Leave or Overtime Request Approval	Not known	No

NOTIFICATIONS		
Circumstance	**Volume/Month**	**Current Notification**
Time Entry Approval	80,000	No
Time and Attendance Adjustment Approval	400	No

A.22.a.11 Training Analysis, Design and Prototype. Refinement of the Training Plan based on the new system design being developed during this phase.   Additionally, the training curriculum will be finalized and a prototype of each type of training material and job aid will be developed at this time.

A.22.a.12 Cultural Change Management Deliverables.
A.22.a.12.1   Leadership Alignment workshops (half-day workshops, as required) Will be presented to discuss the business case that supports the project, project governance structure, project status, and significant areas of change that will impact the user agencies.
A.22.a.12.2   Stakeholder Management
- Confirm Stakeholders/Stakeholder Groups
- Assess the business process impact on each Stakeholder group
- Design Stakeholder Engagement/Influence Plans
A.22.a.12.3   Business Readiness
- Identify Business Readiness Teams
- Design Business Readiness Planning Process

A.22.a.13 Security Plan. The Contractor shall create a detailed Security Plan describing how the Edison application security features shall be integrated with existing network user log-in ids to provide the security requirements found in Contract Attachment B and Contract Attachment 6.11. Recommended levels of security, limitations of capabilities, and required rules shall be provided. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles.

A.22.b   Stage 2 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 ERP Software Installed	A	C
2 System Administration Procedures	C	A
3 HR/Payroll Coding Design	C	A
4 Perform Fit-Gap Analysis	A	C
5 System Design Document	A	C
6 Interface Approach Plan	A	C
7 Data Conversion Plan	A	C
8 Inventory of Enhancements	A	C
9 Inventory of Reports	A	C
10 Inventory of Workflows and Notifications	A	C
11 Training Analysis, Design and Prototype	A	C
12 Cultural Change Management deliverables		
12.1 Leadership Alignment workshops	A	C
12.2 Stakeholder Management deliverables	A	C
12.3 Business Readiness deliverables	A	C
13 Security Plan	A	C

Notes for Responsibility Matrix:

1 ERP Software Installed. Contractor and State personnel will jointly install product. Contractor will take lead in this effort with significant assistance from State. State will ensure prerequisite technical environment is established and ready for the installation. Contractor will provide guidance on the prerequisite technical environment.

2 System Administration Procedures. Contractor will provide recommended approach for system administration procedures. State will be responsible for incorporating these procedures into their own standard procedures.

3 HR/Payroll Coding Design. Contractor will assist State in definition of required coding structures. State will be responsible for finalizing and approving.

5 System Design Document. Contractor will take the lead in drafting and assembling the System Design deliverable. State will be responsible for providing functional input/guidance and assistance needed in completing the design. State has final responsibility for design review and signoff. State is responsible to making sure appropriate business personnel are available and participate during Business Process workshops.

A.23   **Phase I**: HR/Payroll, **Stage 3**: Construction

The purpose of Stage 3 is to develop a system that is capable of executing the business processes that are identified in the System Design.

During this stage, the State and Contractor will develop and execute a stress and volume test. Working in close partnership with State, Contractor will configure and implement the application's role-based security and authorizations strategy for the end users. Contractor will assist the State in mapping the legacy data, and will begin to test the various interfaces to the State's legacy systems. The State Project Team will also receive a significant amount of training and system knowledge during this stage. The System Design will provide the detailed scope for these efforts.

The Contractor shall provide a Development Manager and an Interface Technical Resource. The Development Manager will oversee and direct interface, report, conversion, workflow and modification development efforts. The Interface Technical Resource will provide technical support and mentoring to the State's interface development team. Additionally the Interface Technical Resource will assist the state in successfully creating and testing all required interfaces.

A.23.a Stage 3 Deliverables

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.23.a.1 Designed and Developed software.
- Interfaces
- Reports
- Conversion Programs (as well as manual conversion procedures as appropriate)
- Enhancements
- Workflows

A.23.a.2 Production and Training Environments established. The technical environments that support both end user training and production use have been properly established and are functioning as planned.

A.23.a.3 Development of User Documentation and Training Materials. The Contractor will be responsible for providing technical and user documentation for the system. This documentation will be both hard copy and, where appropriate, incorporated into the system's online help facility.

A.23.a.4 Cultural Change Management Deliverables.
A.23.a.4.1   Communication Plan and Coaching
A.23.a.4.2   Stakeholder Management
A.23.a.4.3   Business Readiness

- Business readiness teams briefed (conducted kick-off)
- Team facilitation (as needed)

A.23.a.4.4   Organizational Alignment
- Issues of organizational alignment (raised by business readiness teams)
- Developed solution (re-alignment impacts to roles and support processes) to respond to changed processes

A.23.a.5 Quality Assessment.

A.23.b Stage 3 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Designed and Developed software		
Interfaces	C	A
Reports	A	C
Conversion programs and/or procedures	A	C
Enhancements	A	C
Workflows	A	C
2 Production and Training Environments established	C	A
3 Development of User Documentation and Training Materials	A	C
4 Cultural Change Management Deliverables		
4.1 Communication Plan	A	C
4.2 Stakeholder Action Plans	A	C
4.3 Business Readiness Deliverables	A	C
4.4 Organization Alignment Deliverables	C	A
5 Quality Assessments	A	C

Notes for Responsibility Matrix:
1 Designed and Developed software - Reports/Enhancements. Contractor will design and develop fifteen (15) reports of average level of difficulty and fifteen (15) reports of complex level of difficulty during the implementation effort. State will be responsible for providing functional design input and signoff for these reports. Additionally, State will allocate technical resources to learn Contractor programming techniques for future reporting needs). Contractor and State will each have primary responsibility for their respective work units (e.g. reports, enhancements, etc).
2 Production and Training Environments established.   Contractor and State personnel will jointly establish environments. State will lead this effort with significant assistance from Contractor. State will ensure prerequisite technical environments are established and ready for the installation. Contractor will provide guidance on the prerequisite technical environments.
4.4 Organization Alignment Deliverables. State will lead the development of business process realignment since State will best understand how to navigate business process impacts for the organization.

A.24   **Phase I**: HR/Payroll, **Stage 4**: Test and Train.

The purpose of Stage 4 is to properly test the newly-configured system and to train end users on the software.

A.24.a Stage 4 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.24.a.1   Detailed Test Plan. The Contractor shall develop a Detailed Test Plan that addresses all testing tasks in detail, including the following:

A.24.a.1.1   Unit Test Plan. The Contractor shall create a Unit Test Plan which reflects both positive and negative aspects of each option or condition within the module code. The Unit Test Plan shall be updated throughout the project.

At the State's request, the Contractor must be prepared to replicate any or all Unit tests using the State's testing environment, including the State's Wide Area Network. The Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Unit Tests. In addition, the results of the Unit tests shall be available for State inspection at any time through a link provided from the project web site to the automated test tool.

A.24.a.1.2   System and Integration Test Plan. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Integration Test Plan and System Test Plan deliverables will incorporate the following features from the test specification document types in the standard.
1. A test design specification will be developed for each logical grouping (based on the system design) of system components to be tested (e.g., each interface or each major system function such as a month-end close process).
   a. Identify the feature to be tested, including references to requirements or design specifications.
   b. Define the test pass/fail criteria.
2. One or more test cases will be developed for each test design specification.
   a. Test case conditions
   b. Input specifications
   c. Output (result) specifications
   d. Dependencies
3. A test procedure will be developed for each test design specification. More than one procedure may be needed in some cases such as testing an exception or correction process for the main process. Each procedure will include the following steps. Other steps as defined in the standard may be needed in some cases.
   a. Set-up (pre-conditions)
   b. Start (initiate the test execution)
   c. Proceed (steps to perform the test)
   d. Stop (bring the test to a well-defined conclusion)
   e. Wrap-up (restore the test environment)

A.24.a.1.3   Payroll Processing. The Contractor shall create a Test Plan that describes the Contractor's and State's roles in performing parallel testing of payroll processing, including establishing and populating the Parallel Test Production environment.

A.24.a.1.4   Acceptance Test Plan. The Contractor shall contribute to a User Acceptance Test Plan for which the State has accountability. The Contractor's contributions shall be to describe how they would accomplish the Contractor's supporting tasks, including resources to be included in the project work pan. These tasks are specified in the RFP's sections related to specific levels of testing.

The Contractor shall provide documentation of the acceptance test environment hardware, software, and network configuration in detail to support troubleshooting, recovery in case of damage, and configuration of the production system. The configuration documentation must be kept current, but a history must also be provided to support backing out ineffective configuration changes.

The Contractor shall contribute the above information at each time the Acceptance Test Plan is updated throughout the life of the project. State approval of the Contractor's work related to the acceptance test environment is required before training classes for user acceptance testers are scheduled.

A.24.a.1.5   The Contractor shall use the State-standard automated software testing tool, as defined in the Tennessee Information Resources Architecture.

A.24.a.2 <u>Unit Testing Complete</u>
1. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The standard defines a test results log. The State further expects detailed results to be available to validate the accuracy of the log.
2. Unit test results shall include the following items (results may be stored in electronic form):
   a. Name and version of the unit (module) under test
   b. Test date and time
   c. Condition(s) tested and associated result(s)

A.24.a.3 <u>System / Integration Testing Complete</u>
1. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The standard defines a test results log. The State further expects detailed results to be available to validate the accuracy of the log.
2. Integration test results shall include the following items (results may be stored in electronic form):
   a. Reference to the integration test plan test case/scenario executed and identification of the system components/modules under test.
   b. Date and time of test
   c. Detailed test results including print of data before and after test run
3. System test results shall include the following items (results may be stored in electronic form):
   d. Reference to the system test plan test case/scenario executed
   e. Date and time of test
   f. Detailed test results including print of data before and after test run

A.24.a.4 <u>Acceptance Testing Complete.</u> This is a milestone date in which it is mutually agreed to between the State and the Contractor that all acceptance test activities have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.24.a.5 <u>Payroll Parallel Testing Complete.</u> This is a milestone date in which it is mutually agreed to between the State and the Contractor that all payroll parallel test activities have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.24.a.6 <u>Training Deliverables</u>.
A.24.a.6.1 End User Training Materials. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all End User Training Materials have been satisfactorily completed and approved for use by the State in accordance with the Contract.
A.24.a.6.2 Train-the-Trainer Workshops. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all Train-the-Trainer Workshops have been satisfactorily completed in accordance with the Contract.
A.24.a.6.3 Completed End User Training. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all End User Training has been satisfactorily completed in accordance with the Contract.

A.24.a.7 <u>Communication Plan Deployed</u>. This is a milestone date which is mutually agreed to between the State and the Contractor in which all components of the Communication Plan as developed in Stage 1 and maintained for the project duration have been satisfactorily addressed within the prescribed time periods as defined in the Communications Plan.

A.24.a.8 <u>Help Desk Established</u>. This is a milestone date in which is mutually agreed to between the State and the Contractor that the Help Desk has been properly established and is operating in a satisfactory manner in supporting Stage 4: Test and Train. The Help Desk is also prepared to support the productional system environment as well.

A.24.a.9 <u>Agency Implementation Guide ("Cookbook")</u>. The contractor shall create an agency implementation guide that will assist agencies in transitioning to the new system. At a minimum the guide shall contain the following information.
1   Functional Help Desk Phone Number
2   Technical Help Desk Phone Numbers
3   Instructions on interfacing to or obtaining a file from the new system
4   Transaction Quick Reference Guides
5   Important Dates
6   Key Tips and Tricks

A.24.a.10 <u>Application Release Notes</u>. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Application Release Notes deliverable is based on the Test Item Transmittal Report described in the standard. The Contractor must provide this deliverable to the State with each software release submitted for State acceptance testing. The deliverable will document the following items.
1. Planned release date.
2. Release/revision number of the software/system.
3. Features/functions added.
4. Features/functions removed (if applicable).
5. Defects fixed (by defect ID).
6. Modules included in the release (by name and version number; indicate changed or new modules).

A.24.a.11 <u>Quality Assessment.</u>

A.24.b Stage 4 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Detailed Test Plan	A	C
2 Unit Testing Complete	A	C
3 System / Integration Testing Complete	A	C
4 Acceptance Testing Complete	C	A
5 Payroll Parallel Testing Complete	C	A
6 Training Deliverables		
6.1 End User Training Materials	A	C
6.2 Completed End User Training	A	C
6.3 Train-the-Trainer Workshops	A	C
7 Deployed Communication Plan	C	A
8 Help Desk Established	C	A
9 Agency Implementation Guide	A	C
10 Application Release Notes	A	C
11 Quality Assessments	A	A

Notes for Responsibility Matrix:
1 Tested software – Reports/Enhancements. State is responsible for testing and signing off developed software. Contractor is responsible for correcting any issues identified during testing (for their components) that did not comply with the State signed off design specifications.
2 Unit Tested Transactions. Contractor is responsible for the unit test of transactions and issue resolution. State is responsible for final user test and signoff of transactions.

A.25   **Phase I**: HR/Payroll, **Stage 5**: Go Live.

The purpose of Stage 5 is to finalize the preparation of the applicable modules of the Edison system before the cutover date, including system management and cutover activities. The cutover date is defined as the first day that the State begins to use the new system as its primary means for conducting State business.

A.25.a Stage 5 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.25.a.1 Completed Production System Test (includes stress and volume test). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production system test activities, including stress and volume tests, have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.25.a.2 Production Cutover Plan Developed (Go-Live Plan). Contractor shall provide project resources to assist in the deployment of the system to the agencies. This deliverable documents all steps required to make a successful cutover to the production environment, including specific cutover tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

A.25.a.3   Final Conversion of Data Required for Production. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all data conversion activities required for productional use of the system have been satisfactorily completed in accordance with the Data Conversion Plan, the results of data conversion activities are deemed acceptable to the State, and outstanding issues that result from the data conversion activities have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues without impairing the Go-Live date.

A.25.a.4   Disaster Recovery Plan. The Contractor shall deliver a Disaster Recovery Plan thirty (30) calendar days before the system is implemented and maintain the plan throughout the life of the contract. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure. The Contractor shall continually review the Disaster Recovery Plan and make necessary updates to the plan at least annually to ensure the plan always contains accurate and up-to-date information. Additionally, the Contractor will participate in the disaster recovery test, as directed by the State.

The plan shall include, but not be limited to:
   a)   Checkpoint/restart capabilities.
   b)   Description of data file and backup retention.
   c)   Location of procedure manuals, documentation and jobstream for Edison operations.
   d)   Backup procedures for all keying operations.
   e)   Backup procedures for all other manual operations in the event of a computer or telecommunications outage or a disaster at any of the State offices.
   f)   Backup procedures for online processing.
   g)   Recovery procedures for loss of manual files and hardcopy documents.
   h)   Annual test of the disaster recovery plan.

A.25.a.5   Completed Cutover Testing (begin Go-Live). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production cutover activities have been satisfactorily executed, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.25.a.6   Finalized Implementation Contingency Plan. This management plan identifies alternative strategies/approaches to be used to ensure project success in transitioning to the productional system if specified tasks in the cutover plan cannot be completed as planned or other risk events occur.

A.25.a.7   Go-Live Decision. This is a formal decision mutually agreed to between the State and the Contractor that all production cutover activities have been or will be satisfactorily completed in a manner that allows for a proper cutover to and operation of the production system.

A.25.a.8   Production Support Organization Defined. This will define the Edison functional and technical support organization for the first twelve (12) months. The State can/will certainly refine this organization once in production.

A.25.a.9   Production System Live. This is a milestone date in which State agencies begin utilizing the production system in accordance with the Deployment Plan and the new system becomes the statewide system of record for its user agencies.

A.25.a.10 Quality Assessment.

A.25.b   Stage 5 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Completed Production System Test	A	C
2 Production Cutover Plan Developed	A	C
3 Final Conversion of Data Required for Production	A	C

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
4 Disaster Recovery Plan	A	C
5 Completed Cutover Testing (begin go-live)	C	A
6 Finalized Implementation Contingency Plan	C	A
7 Go-Live Decision	C	A
8 Production Support Organization Defined	C	A
9 Production System Live	A	A
10 Quality Assessment	A	C

Notes for Responsibility Matrix:

6 Finalized Implementation Contingency Plan. Contractor and State will work together to develop a contingency plan for transition to production mode. Contractor will provide recommendations and input while State will finalize and approve.

A.26 **Phase I**: HR/Payroll, **Stage 6**: Post Go-Live Support.

Following the first few days of live operation, monitoring issues for the long term must be addressed, particularly with reference to system performance, capacity and functions. Additionally, the State will be moving from a pre-production environment to a live production operation, so the Production Support Organization must be fully operational. State will be responsible for monitoring system transactions and providing feedback to the Project Team in order to optimize overall Edison System performance.

A key component of the Production Support Organization is the Help Desk. The purpose of the Help Desk is to field end user questions, and assist them when they encounter problems with the Edison System. It will also escalate problems that cannot be resolved by Help Desk staff to the Production Support Organization.

The Contractor shall provide post-implementation support for a period of six months after each module is moved into production status during Phase I. This post-implementation support shall consist of technical, functional, and operational support and shall be provided by skilled personnel familiar with the State operations who were associated with the Edison implementation. In addition, the Contractor shall provide at least three months of support at the first calendar year end for human resources/payroll year-end tasks such as creation of W-2s.

A.26.a Stage 6 Deliverables.

The milestones and deliverables for this stage, and the associated responsibility for each, are described below:

A.26.a.1 Post-Production Support Plan. Will focus on the first 3 months of initial production stability, and will be refined for subsequent months.

A.26.a.2 Production Support Organization is Operational. By this milestone date, the Contractor's plan for knowledge transfer to State staff for HR/Payroll modules has been fully realized and State is prepared for normal production support activities, including training on all maintenance and configuration tasks necessary in support of system production. This is a milestone date in which it is mutually agreed to between the State and the Contractor that the post-production support organization is operating in a satisfactory manner in supporting the Productional System.

A.26.a.3 Help Desk is Operational. Contractor shall assist in the design and establishment of a centralized Help Desk facility. This is a milestone date in which it is mutually agreed to between the State and the Contractor that the Help Desk is operating in a satisfactory manner in supporting the Productional System.

A.26.a.4   Accepted Production System. During the first ninety (90) days of production, the Contractor will work with the State to confirm that the system is performing as prescribed and configured in previous stages. Acceptance criterion will consist of a checklist that the State will use to confirm that each business area is working properly.

A.26.a.5   Final Conversion of Legacy Data. As part of Stage 5, the Contractor converted data that was required for the production system. The data that was not critical for the production system, but must be converted so that the State's legacy systems can be retired on schedule, will be converted post-production.

A.26.a.6   State Participation in Software User Groups. The State recognizes the value and importance of participation in software user groups that are focused regionally and/or on government specifically. Contractor shall facilitate the State's involvement in the appropriate software user groups with other state government clients. If the user groups do not already exist, Contractor shall take the lead, with the State's support, of organizing the group. Contractor shall schedule and coordinate a meeting of the group at the State's site and is responsible for creating the meeting agenda. The Contractor will not be a participant in the meeting except at the request of the State. While on-site, Contractor shall then support ongoing quarterly meetings with agendas and coordination.

A.26.a.7   Calendar Year End Support. During the first calendar year end, the Contractor will assist with all relevant processing including but not limited to W-2 production. The contractor will produce a year-end guide that will be used by the State for subsequent year-end operations.

Deliverables for this activity include:
- Prepare year end close check list that identifies all tasks (system and non-system related) for a successful year end close
- Identify key dates
- Lead Year End Close testing, including simulating system close as many times as needed in the test environment
- Delivery of Year End Close procedure book
- Listing of key control reports including report purpose and use
- Provide on-site support during actual year end process
- Completion of the Year End Close Checklist. The State must review and accept this checklist before this step will be considered complete.

A.26.a.8   Quality Assessment.

A.26.b   Stage 6 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Post-Production Support Plan	C	A
2 Production Support Organization is Operational	C	A
3 Help Desk is Operational	C	A
4 Accepted Production System	A	C
5 Final Conversion of Legacy Data	A	C
6 State Participation in Software User Groups	A	C
7 Calendar Year End Support	A	C
8 Quality Assessments	A	C

Notes for Responsibility Matrix:
1 Post-Production Support Plan. Contractor will offer recommendations on how to prepare for supporting the production applications. State will tailor as appropriate and finalize/approve.

4 Accepted Production System. Contractor will have primary responsibility for facilitating system acceptance. The State will dedicate the appropriate resources to review the System Acceptance Checklist to confirm the software is working appropriately.

A.27   **Phase II**: Financials, Procurement, and Logistics, **Stage 2**: Analysis/Design.

The purpose of Stage 2 is to produce the system design, which identifies the details of the new business processes that will be developed, tested, and implemented at the State. During this stage, the Contractor's response to the Functional Requirements Matrices will be used as a reference to help develop the new business processes in a series of workshops attended by State subject matter experts. Once the design has been completed and accepted by the State, it will define the new business processes to be implemented and the detailed scope of the implementation.

Major activities that are performed in this stage include:

- Define the scope of software configuration
- Revise and finalize the overall project schedule and implementation sequence
- Develop a list and prepare high-level development specifications for custom reports, interfaces, conversions and enhancements
- Conduct business process workshops
- Install the development system

A.27.a   Stage 2 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.27.a.1   ERP Software Installed. All baseline software as proposed (including any 3rd party software proposed and required to meet functional requirements in the RFP) has been property installed and is functioning as intended. Vendor test suite has been run and verified against installed software.

A.27.a.2   System Administration Procedures. Documentation of all procedures required for proper system operation, including but not limited to: establishment and maintenance of various instances required for the project, back-up and recovery, and database administration.

A.27.a.3   Coding Block Design and Other Required Coding. Development and documentation of all coding structures required for the configuration of all Financial, Budgeting, Procurement and Logistics modules and for meeting state and federal reporting requirements.

A.27.a.4   Perform Fit-Gap Analysis. The Contractor shall perform a fit-gap analysis by comparing the Contractor responses to the Functional Matrix to the baseline ERP software solution. The Contractor shall identify, analyze, and document the requirement gaps. This document shall map, at a detailed level, the extent that the software can meet the State's functional requirements and "to be" business processes.   In preparation for presentation and approval from the PSC, the Contractor shall detail each change needed to bring the software package into compliance with the State's requirements and "to be" business processes, and a design solution shall be identified that shall meet the State's needs. For each requirement that requires custom code, the impact in cost and time for this customization during the initial implementation as well as for future upgrades shall be documented. For each requirement that can be met out-of-the-box with little or no configuration required, specific examples of screen shots, database relationships, and workflow processes shall be provided to establish that the requirements can be satisfied. The Fit-Gap Analysis document shall be presented to the PSC for review and approval.

A.27.a.5   System Design Document. The purpose of this task is to create a document that describes the design of the proposed solution and implications for the State's administrative business functions. This document will communicate the new business solution and expected changes to the organization. The deliverable will include:
- The proposed integrated business processes

- High-level introductory descriptions for each process
- Supporting visual process flow or hierarchical diagrams
- Documentation of all system configuration items to support the business process design

A.27.a.6 <u>Interface Approach Plan.</u> Document which summarizes the requirements for interfaces for State's Edison system within the Financials, Procurement and Logistics business areas.

The Contractor will be responsible for the development and deployment of a set of standard inbound and outbound interfaces for the State to process transactions from and to those State administrative systems not replaced by the new Edison system. The Contractor will also be responsible for developing all temporary interfaces that are needed for the period of time between the time that HR/Payroll goes live and Finance/Procurement goes live. Also, depending on the schedule of deployment for Financial/ Procurement/ Logistics functions, the deployment waves for this stage could create the need for temporary interfaces from legacy systems to Edison. These temporary interfaces are the Contractor's responsibility. Standard inbound and outbound Edison interfaces include, but are not limited to, the interface examples in the table shown in Section A.22.a.6 above.

The Contractor shall provide services to the overall interface effort as noted in the table above, which includes (but is not limited to):

- Needs assessment
- Interface design
- Interface development
- Testing
- Development of procedures that support interface operations

The Contractor will not be responsible for developing or deploying agency-specific code as part of the standard set of inbound and outbound interfaces. Contractor will be responsible for modifying its standard interface formats to include any required data fields not already appearing in the interface formats. Agencies will be responsible for modifying their current programs to produce files that match the Contractor's standard inbound interface format. The agencies will also develop programs to use the outbound interface.

A.27.a.7 <u>Data Conversion Plan</u> Addresses the State's planned approach for converting financial accounting, procurement, and other data. The plan shall address the following, at a minimum:
- Data cleansing
- Identification of all conversion tasks
- Schedule of conversion tasks
- Identification of all data sources
- Identification of data elements and/or systems to be converted
- Identification of data needed to populate the system so that the Edison System is a fully functioning system
- Data conversion and load process
- Conversion environments
- Conversion testing
- Identification and tracking of defects
- Roles, responsibilities, and staffing to support conversion
- Conversion overview noting objectives, approach, roles, techniques, testing process, date validation, impact and resources
- Conversion strategy for handling transition period when switching from the old system to the new and the interfaces associated with each
- Conversion process (automated, manual, verification procedures, and acceptance responsibilities)
- Conversion of data into a common format (i.e. XML) prior to the loading into the Edison System
- Conversion support (system resource requirements, policy and hardware)
- Manual conversion system/data cleanup activities
- Manual data entry activities

- Procedure for continually updating Edison data when there are changes to the source systems
- Identification of necessary computer processing workloads
- Identification of and planning for manual support requirements
- Identification of control procedures and evaluation criteria
- Special training for conversion activities
- Any interim file maintenance requirements
- Development of conversion programs (includes specifications, program coding, test plans, and complete testing)
- Backup and recovery of converted data, including methods for returning to legacy state

The Contractor's responsibility for required data conversion activities associated with the project includes the following:

- Confirm statewide, agency-specific and supplier data conversion requirements
- All aspects of creating and populating the production database necessary to move the system into its full production environment;
- Data transfers during the period when the old and new systems are both operating (during year-end close processing or during implementation phasing);
- Establishment of beginning balances in the new fiscal year;
- The conversion of any detailed history or open items necessary to support particular reporting, auditing, or processing objectives;
- Data sources for chart of account data and financial, procurement, human resources and payroll history;
- Expected data volumes;
- Identification of those conversions where automated conversion tools or programming can be used to significantly reduce data conversion labor; and
- Roles, responsibilities and a schedule for the conversion effort.

In the execution of the conversion plan outlined above, the Contractor will be responsible for developing and testing automated conversion programs to support the commencement of live operations. If correction or cleansing of any of the State-provided data is required, those tasks are the responsibility of the State, although direction from the Contractor may be required. Efforts to be provided by the Contractor shall include, but not be limited to:

- Developing programming specifications
- Coding of conversion programs in accordance with program specifications
- Performing unit and integration testing of the conversion programs
- Converting, at a minimum, the following information:
    - Vendor and related location information (TOPS and STARS);
    - Employee profile information and related compensation information (SEIS, TIS, FLEX);
    - Insurance participants, premiums and contributions (TIS);
    - Account code/classification data (STARS);
    - Commodity classification data (TOPS); and
    - General ledger account balances by fund (STARS).
- Building any crosswalk file structures required to assist the State in developing test scenarios and conducting acceptance testing
- Running the conversion programs and assisting the State with the verification of the converted data in the production environment. The Contractor will lead the data conversion/loading effort. The State will be responsible for verifying the accuracy of the converted/loaded data.

A.27.a.8   Inventory of Planned Enhancements. A listing of all enhancements to be developed in order of priority, the business justification for each enhancement, potential risk to the project, as well as cost, work plan and staffing impact.

A.27.a.9   Inventory of Planned Custom Reports. The Contractor will inventory all reports and forms required for normal business operations of the State, and will create a listing of all reports and custom forms to be developed in order of priority, the business justification for each report, potential risk to the project, as well as cost, work plan and staffing impact. Although this list will be comprehensive, the Contractor

shall be responsible for the design and development of ten (10) reports of average level of difficulty and ten (10) reports of complex level of difficulty in the general Financials/ Procurement/ Logistics modules, and thirty (30) reports specifically for Budget Administration during the implementation effort. State will be responsible for providing functional design input and signoff for these reports. In addition to these 50 reports, the Contractor will be responsible for design and development of the reports required for completing the State's Annual Financial Report and all other governmental GAAP reports, if not already provided in the delivered system. These reports include:

- o Government-wide Financial Statements:
    - Statement of Net Assets
    - Statement of Activities
- o Fund Financial Statements:
    - Balance Sheet - Governmental Funds
    - Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds
    - Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
    - Statement of Net Assets - Proprietary Funds
    - Statement of Revenues, Expenses, and Changes in Fund Net Assets -Proprietary Funds
    - Statement of Cash Flows - Proprietary Funds
    - Statement of Fiduciary Net Assets - Fiduciary Funds
    - Statement of Changes in Fiduciary Net Assets - Fiduciary Funds
    - Schedule of Revenues, Expenditures, and Changes in Fund Balances -Budget and Actual–Major Governmental Funds
    - Reconciliation of Budget to GAAP - Note to RSI
- o Non-major Governmental Funds:
    - Combining Balance Sheet - Non-major Governmental Funds - by Fund Type
    - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances -Non-major Governmental Funds - by Fund Type
- o Non-major Special Revenue Funds:
    - Combining Balance Sheet - Non-major Special Revenue Funds
    - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Non-major Special Revenue Funds
    - Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual (Budgetary Basis) – All Non-major Budgeted Special Revenue Funds
- o Debt Service Fund:
    - Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual (Budgetary Basis) – Debt Service Fund
- o Permanent Funds:
    - Combining Balance Sheet - Permanent Funds
    - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Permanent Funds
- o General Fund Supplementary Schedules:
    - Comparative Schedules of Revenues by Source - General Fund
    - Comparative Schedules of Expenditures by Function and Department - General Fund
- o Non-major Enterprise Funds:
    - Combining Statement of Net Assets - Non-major Enterprise Funds
    - Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets -Non-major Enterprise Funds
    - Combining Statement of Cash Flows - Non-major Enterprise Funds
- o Internal Service Funds:
    - Combining Statement of Net Assets - Internal Service Funds
    - Combining Statement of Revenues, Expenses, and Changes in Fund Net Assets - Internal Service Funds
    - Combining Statement of Cash Flows - Internal Service Funds
- o Fiduciary Funds:
    - Combining Statement of Fiduciary Net Assets - Pension and Other Employee Benefit Trust Funds
    - Combining Statement of Changes in Fiduciary Net Assets - Pension and Other Employee Benefit Trust Funds

- Combining Statement of Fiduciary Net Assets - Private-Purpose Trust Funds
- Combining Statement of Changes in Fiduciary Net Assets - Private-Purpose Trust Funds
- Combining Statement of Fiduciary Net Assets - Agency Funds
- Combining Statement of Changes in Assets and Liabilities - All Agency Funds

A.27.a.10 Inventory of Workflows. Please see the specifications for system workflow, electronic approval and electronic notifications in Section A.22.a.10. It is expected that workflows and associated functionality will be assessed, designed and developed jointly between the two project phases, so all Contractor responsibilities are listed in Section A.22.a.10.

A.27.a.11 Training Analysis, Design and Prototype. Refinement of the Training Plan based on the new system design being developed during this phase.   Additionally, the training curriculum will be finalized and a prototype of each type of training material and job aid will be developed at this time.

A.27.a.12 Cultural Change Management Deliverables
A.27.a.12.1 Leadership Alignment workshops (half-day workshops, as required). Will be presented to discuss the business case that supports the project, project governance structure, project status, and significant areas of change that will impact the user agencies.
A.27.a.12.2 Stakeholder Management
- Confirm Stakeholders/Stakeholder Groups
- Assess the business process impact on each Stakeholder group
- Design Stakeholder Engagement/Influence Plans
A.27.a.12.3 Business Readiness
- Identify Business Readiness Teams
- Design Business Readiness Planning Process

A.27.a.13 Security Plan. The Contractor shall create a detailed Security Plan describing how the Edison application security features shall be integrated with the State's existing system log-in and other security procedures to provide the security requirements found in Contract Attachment B and Contract Attachment 6.11. Recommended levels of security, limitations of capabilities, and required rules shall be provided. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles.

A.27.a.14 Quality Assessments.

A.27.b   Stage 2 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 ERP Software Installed	A	C
2 System Administration Procedures	C	A
3 Coding Block Design and Other Required Coding	C	A
4 Fit Gap Analysis	A	C
5 System Design Document	A	C
6 Interface Approach Plan	A	C
7 Data Conversion Plan	A	C
8 Inventory of Enhancements	A	C
9 Inventory of Reports	A	C
10 Inventory of Workflows	A	C
11 Training Analysis, Design and Prototype	A	C
12 Cultural Change Management deliverables		
12.1 Leadership Alignment workshops	A	C

12.2 Stakeholder Management deliverables	A	C
12.3 Business Readiness deliverables	A	C
13 Security Plan	A	C
15 Quality Assessments	A	C

Notes for Responsibility Matrix:

1 ERP Software Installed. Contractor and State personnel will jointly install product. Contractor will take lead in this effort with significant assistance from State. State will ensure prerequisite technical environment is established and ready for the installation. Contractor will provide guidance on the prerequisite technical environment.

2 System Administration Procedures. Contractor will provide recommended approach for system administration procedures. State will be responsible for incorporating these procedures into their own standard procedures.

3 Coding Block Design and Other Required Coding. Contractor will assist State in definition of required accounting coding structures. State will be responsible for finalizing and approving.

5 System Design Document. Contractor will take the lead in drafting and assembling the System Design deliverable. State will be responsible for providing functional input/guidance and assistance needed in completing the design. State has final responsibility for design review and signoff. State is responsible to making sure appropriate business personnel are available and participate during Business Process workshops.

A.28   **Phase II**: Financials, Procurement, and Logistics, **Stage 3**: Construction.

The purpose of Stage 3 is to develop a system that is capable of executing the business processes that are identified in the System Design.

During this stage, the State and Contractor will develop and execute a stress and volume test. Working in close partnership with State, Contractor will configure and implement the application's role-based security and authorizations strategy for the end users. Contractor will assist State in mapping the legacy data, and will begin to test the various interfaces to State's legacy systems. The State Project Team will also receive a significant amount of training and system knowledge during this stage. The System Design will provide the detailed scope for these efforts.

The Contractor shall provide a Development Manager and an Interface Technical Resource. The Development Manager will oversee and direct interface, report, conversion, workflow and modification development efforts. The Interface Technical Resource will provide technical support and mentoring to the State's interface development team. Additionally the Interface Technical Resource will assist the state in successfully creating and testing all required interfaces.

A.28.a   Stage 3 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.28.a.1   Designed and Developed software.
- Interfaces
- Reports
- Conversion Programs (as well as manual conversion procedures as appropriate)
- Enhancements
- Workflows

A.28.a.2   Production and Training Environments established. The technical environments that support both end user training and production use have been properly established and are functioning as planned.

A.28.a.3   Development of User Documentation and Training Materials. The Contractor will be responsible for providing technical and user documentation for the system. This documentation will be both hard copy and, where appropriate, incorporated into the system's online help facility.

A.28.a.4   Cultural Change Management Deliverables.
A.28.a.4.1   Communication Plan and Coaching.
A.28.a.4.2   Stakeholder Management.
A.28.a.4.3   Business Readiness.
- Business readiness teams briefed (conducted kick-off)
- Team facilitation (as needed)
A.28.a.4.4   Organizational Alignment.
- Issues of organizational alignment (raised by business readiness teams)
- Developed solution (re-alignment impacts to roles and support processes) to respond to changed processes

A.28.a.5 Quality Assessment.

A.28.b   Stage 3 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Designed and Developed software		
Interfaces	C	A
Reports	A	C
Conversion programs and/or procedures	A	C
Enhancements	A	C
Workflows	A	C
2 Production and Training Environments established	C	A
3 Development of User Documentation and Training Materials	A	C
4 Cultural Change Management Deliverables		
4.1 Communication Plan	A	C
4.2 Stakeholder Action Plans	A	C
4.3 Business Readiness Deliverables	A	C
4.4 Organization Alignment Deliverables	C	A
5 Quality Assessments	A	C

Notes for Responsibility Matrix:
1 Designed and Developed software - Reports/Enhancements. In addition to the Annual Financial Reports specifically listed in Section A.27.a.9 above, Contractor will design and develop ten (10) reports of average level of difficulty and ten (10) reports of complex level of difficulty plus thirty reports specifically for Budget Administration during the implementation effort, for a total of 50 reports plus the Annual Financial Reports. State will be responsible for providing functional design input and signoff for these reports. Additionally, State will allocate technical resources to learn Contractor programming techniques for future reporting needs). Contractor and State will each have primary responsibility for their respective work units (e.g. reports, enhancements, etc).
2 Production and Training Environments established.   Contractor and State personnel will jointly establish environments. State will lead this effort with significant assistance from Contractor. State will ensure prerequisite technical environments are established and ready for the installation. Contractor will provide guidance on the prerequisite technical environments.
4.4 Cultural Change Management Deliverables. State will lead the development of business process realignment since State will best understand how to navigate business process impacts for the organization.

A.29   **Phase II**: Financials, Procurement, and Logistics, **Stage 4**: Test and Train.

The purpose of Stage 4 is to properly test the newly-configured system and to train end users on the software.

A.29.a <u>Stage 3 Deliverables</u>.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.29.a.1 <u>Detailed Test Plan.</u> The Contractor shall develop a Detailed Test Plan that addresses all testing tasks in detail, including the following:

A.29.a.1.1 <u>Unit Test Plan</u>. The Contractor shall create a Unit Test Plan which reflects both positive and negative aspects of each option or condition within the module code. The Unit Test Plan shall be updated throughout the project.

At the State's request, the Contractor must be prepared to replicate any or all Unit tests using the State's testing environment, including the State's Wide Area Network. The Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Unit Tests. In addition, the results of the Unit tests shall be available for State inspection at any time through a link provided from the project web site to the automated test tool.

A.29.a.1.2 <u>System and Integration Test Plan</u>. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Integration Test Plan and System Test Plan deliverables will incorporate the following features from the test specification document types in the standard.
1. A test design specification will be developed for each logical grouping (based on the system design) of system components to be tested (e.g., each interface or each major system function such as a month-end close process).
    a. Identify the feature to be tested, including references to requirements or design specifications.
    b. Define the test pass/fail criteria.
2. One or more test cases will be developed for each test design specification.
    a. Test case conditions
    b. Input specifications
    c. Output (result) specifications
    d. Dependencies
3. A test procedure will be developed for each test design specification. More than one procedure may be needed in some cases such as testing an exception or correction process for the main process. Each procedure will include the following steps. Other steps as defined in the standard may be needed in some cases.
    a. Set-up (pre-conditions)
    b. Start (initiate the test execution)
    c. Proceed (steps to perform the test)
    d. Stop (bring the test to a well-defined conclusion)
    e. Wrap-up (restore the test environment)

A.29.a.1.3 <u>Acceptance Test</u>. The Contractor shall contribute to a User Acceptance Test Plan for which the State has accountability. The Contractor's contributions shall be to describe how they would accomplish the Contractor's supporting tasks, including resources to be included in the project work pan. These tasks are specified in the RFP's sections related to specific levels of testing.

The Contractor shall provide documentation of the acceptance test environment hardware, software, and network configuration in detail to support troubleshooting, recovery in case of damage, and configuration of the production system. The configuration documentation must be kept current, but a history must also be provided to support backing out ineffective configuration changes.

The Contractor shall contribute the above information at each time the Acceptance Test Plan is updated throughout the life of the project. State approval of the Contractor's work related to the acceptance test environment is required before training classes for user acceptance testers are scheduled.

A.29.a.1.4 The Contractor shall use the State-standard automated software testing tool, as defined in the Tennessee Information Resources Architecture.

A.29.a.2 <u>Unit Testing Complete</u>
    1.   Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The standard defines a test results log. The State further expects detailed results to be available to validate the accuracy of the log.
    2.   Unit test results shall include the following items (results may be stored in electronic form):
        a.   Name and version of the unit (module) under test
        b.   Test date and time
        c.   Condition(s) tested and associated result(s)

A.29.a.3 <u>System / Integration Testing Complete</u>
    1.   Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The standard defines a test results log. The State further expects detailed results to be available to validate the accuracy of the log.
    2.   Integration test results shall include the following items (results may be stored in electronic form):
        a.   Reference to the integration test plan test case/scenario executed and identification of the system components/modules under test.
        b.   Date and time of test
        c.   Detailed test results including print of data before and after test run
    3.   System test results shall include the following items (results may be stored in electronic form):
        a.   Reference to the system test plan test case/scenario executed
        b.   Date and time of test
        c.   Detailed test results including print of data before and after test run

A.29.a.4 <u>Acceptance Testing Complete</u>. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all acceptance test activities have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.29.a.5 <u>Training Deliverables</u>.
A.29.a.5.1 End User Training Materials. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all End User Training Materials have been satisfactorily completed and approved for use by the State in accordance with the Contract.
A.29.a.5.2 Train-the-Trainer Workshops. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all Train-the-Trainer Workshops have been satisfactorily completed in accordance with the Contract.
A.29.a.5.3 Completed End User Training. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all End User Training has been satisfactorily completed in accordance with the Contract.

A.29.a.6 <u>Communication Plan Deployed</u>. This is a milestone date which is mutually agreed to between the State and the Contractor in which all components of the Communication Plan as developed in Stage 1 and maintained for the project duration have been satisfactorily addressed within the prescribed time periods as defined in the Communications Plan.

A.29.a.7 <u>Addition of Financials, Procurement, and Logistics Functional Areas to Help Desk</u>. The Help Desk is prepared to support the productional system environment for Financials, Budget Administration, Procurement and Logistics.

A.29.a.8 <u>Agency Implementation Guide ("Cookbook").</u> The contractor shall create an agency implementation guide that will assist agencies in transitioning to the new system. At a minimum the guide shall contain the following information.
A.29.a.8.1   Functional Help Desk Phone Number
A.29.a.8.2   Technical Help Desk Phone Numbers
A.29.a.8.3   Instructions on interfacing to or obtaining a file from the new system

A.29.a.8.4   Transaction Quick Reference Guides
A.29.a.8.5   Important Dates
A.29.a.8.6   Key Tips and Tricks

Additionally, the Implementation Guide must address two major services specific to the Procurement implementation:

A.29.a.8.7   Supplier Outreach - Includes activities relating to recruiting, educating, enabling, and retaining suppliers. The Contractor shall develop a supplier management plan for submission to the State's Project Team for approval. This plan must address all types of suppliers, including small business, minority-owned, disabled-owned and women-owned businesses, and suppliers with varying degrees of technology capabilities. The Contractor shall then execute the activities in accordance with the approved plan.

A.29.a.8.8   Catalog Management - The Contractor shall develop a catalog management plan for submission to the State's Project Team for approval. The State intends to include both catalogs maintained within the State's internal network ("inside the firewall") and the ability to dynamically link ("punch out") to a supplier's Web site and bring items back to the purchasing requisition document. For catalogs maintained within the State's internal network, the Contractor will be required to:

- Convert certain paper documents into electronic catalog entries. The intent is to permit only a limited number of suppliers (possibly small businesses, minority-owned, and women-owned businesses) to submit catalog information on paper and have the State create electronic catalogs from that paper-based information;
- Enable the system to receive electronic files;
- Normalize data;
- Load files;
- Test files;
- Perform various catalog management activities;
- Develop and document catalog management processes, to include documentation distributed to participating suppliers; and,
- Work with suppliers and other submitters to resolve catalog problems and educate them about the state's catalog process.

A.29.a.9   Application Release Notes. Test documentation generally shall be based on the IEEE Std 829-1998 (or current release). The Application Release Notes deliverable is based on the Test Item Transmittal Report described in the standard. The Contractor must provide this deliverable to the State with each software release submitted for State acceptance testing. The deliverable will document the following items.
1. Planned release date.
2. Release/revision number of the software/system.
3. Features/functions added.
4. Features/functions removed (if applicable).
5. Defects fixed (by defect ID).
6. Modules included in the release (by name and version number; indicate changed or new modules).

A.29.a.10 Quality Assessment.

A.29.b   Stage 4 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Detailed Test Plan	A	C
2 Unit Testing Complete	A	C
3 System / Integration Testing Complete	A	C

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
4 Acceptance Testing Complete	C	A
5 Training Deliverables		
5.1 End User Training Materials	A	C
5.2 Completed End User Training	A	C
5.3 Train-the-Trainer Workshops	A	C
6 Deployed Communication Plan	C	A
7 Addition of Financials, Procurement, and Logistics Functional Areas to Help Desk	C	A
8 Agency Implementation Guide	A	C
9 Application Release Notes	A	C
10 Quality Assessments	A	C

Notes for Responsibility Matrix:
1 Tested software – Reports/Enhancements. State is responsible for testing and signing off developed software. Contractor is responsible for correcting any issues identified during testing (for their components) that did not comply with the State signed off design specifications.
2 Unit Tested Transactions. Contractor is responsible for assisting in the unit test of transactions and issue resolution. State is responsible for final test and signoff of transactions.

A.30   **Phase II**: Financials, Procurement, and Logistics, **Stage 5**: Go Live.

The purpose of Stage 5 is to finalize the preparation of the applicable modules of the Edison system before the cutover date, including system management and cutover activities. The Cutover Date is defined as the first day that the State begins to use the new system as its primary means for conducting State business.

A.30 a   Stage 5 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.30.a.1   Completed Production System Test (includes stress and volume test). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production system test activities, including stress and volume tests, have been satisfactorily completed in accordance with the Contract, the results of said testing are deemed acceptable to the State, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.30.a.2   Production Cutover Plan Developed (Go-Live Plan). Contractor shall provide project resources to assist in the deployment of the system to the agencies. This deliverable documents all steps required to make a successful cutover to the production environment, including specific cutover tasks, planned and actual dates for tasks completed, task responsibilities, task dependencies, estimated work effort required to complete each task, task status, results of task completion, and party sign-off for each task completed.

A.30.a.3   Final Conversion of Data Required for Production. This is a milestone date in which it is mutually agreed to between the State and the Contractor that all data conversion activities required for productional use of the system have been satisfactorily completed in accordance with the Data Conversion Plan, the results of data conversion activities are deemed acceptable to the State, and outstanding issues that result from the data conversion activities have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues without impairing the Go-Live date.

A.30.a.4   Completed Cutover Testing (begin Go-Live). This is a milestone date in which it is mutually agreed to between the State and the Contractor that all production cutover activities have been satisfactorily executed, and outstanding issues that result from the testing have been resolved or a plan satisfactory to the State has been put in place for the timely resolution of said issues.

A.30.a.5   Finalized Implementation Contingency Plan. This management plan identifies alternative strategies/approaches to be used to ensure project success in transitioning to the productional system if specified tasks in the cutover plan cannot be completed as plan or other risk events occur.

A.30.a.6   Go-Live Decision. This is a formal decision mutually agreed to between the State and the Contractor that all production cutover activities have been or will be satisfactorily completed in a manner that allows for a proper cutover to and operation of the production system.

A.30.a.7   Production Support Organization Expanded. Expansion of the support organization to allow for the support of Financials, Procurement, and Logistics.

A.30.a.8   Production System Live. This is a milestone date in which State agencies begin utilizing the production system in accordance with the Deployment Plan and the new system becomes the statewide system of record for its user agencies.

A.30.a.9   Quality Assessment.

A.30.b   Stage 5 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Completed Production System Test	A	C
2 Production Cutover Plan Developed	A	C
3 Final Conversion of Data Required for Production	A	C
4 Completed Cutover Testing (begin go-live)	C	A
5 Finalized Implementation Contingency Plan	C	A
6 Go-Live Decision	C	A
7 Production Support Organization Expanded	C	A
8 Production System Live	A	A
9 Quality Assessment	A	C

Notes for Responsibility Matrix:
5 Finalized Implementation Contingency Plan. Contractor and State will work together to develop a contingency plan for transition to production mode. Contractor will provide recommendations and input while State will finalize and approve.

A.31   **Phase II**: Financials, Procurement, and Logistics, **Stage 6**: Post Go-Live Support.

Following the first few days of live operation, monitoring issues for the long term must be addressed, particularly with reference to system performance, capacity and functions. During this timeframe, the Production Support Organization and Help Desk will now support the remaining Financials, Procurement, and Logistics functional areas in addition to continuing support for the HR/Payroll functions.

The Contractor shall provide post-implementation support for a period of three months after each deployment wave is moved into production status. This post-implementation support shall consist of technical, functional, and operational support and shall be provided by skilled personnel familiar with the

State operations who were associated with the Edison implementation. In addition, the Contractor shall provide at least 3 months of support at the first fiscal year end for Financial/Procurement/Logistics.

A.31.a   Stage 6 Deliverables.

The milestones and deliverables of this stage, and the associated responsibility for each are described below:

A.31.a.1   Post-Production Support Plan. Will focus on the first 3 months of initial production stability, and will be refined for subsequent months.

A.31.a.2   Production Support Organization is Operational for New Functions. By this milestone date, the Contractor's plan for knowledge transfer to State staff for Financial/ Procurement/ Logistics modules has been fully realized and State is prepared for normal production support activities, including training on all maintenance and configuration tasks necessary in support of system production. This is a milestone date in which it is mutually agreed to between the State and the Contractor that the post-production support organization is operating in a satisfactory manner in supporting the additional Productional functionality.

A.31.a.3   Help Desk is Operational for New Functions. Contractor shall assist in the design and establishment of a centralized Help Desk facility. This is a milestone date in which it is mutually agreed to between the State and the Contractor that the Help Desk is operating in a satisfactory manner in supporting the additional Productional functionality.

A.31.a.4   Accepted Production System. During the first ninety (90) days of production, the Contractor will work with the State to confirm that the system is performing as prescribed and configured in previous stages. Acceptance criterion will consist of a checklist that the State will use to confirm that each business area is working properly.

A.31.a.5   Final Conversion of Legacy Data. As part of Stage 5, the Contractor converted data that was required for the production system. The data that was not critical for the production system, but must be converted so that the State's legacy systems can be retired on schedule, will be converted post-production.

A.31.a.6   Fiscal Year End Support. During the first fiscal year end, the Contractor will assist with all relevant processing including but not limited to closing the period, rolling financial balances and data forward to the new year, and producing the annual financial report. The contractor will produce a fiscal year-end guide that will used by the State for subsequent year-end operations.

Deliverables for this activity include:
- Prepare year end close check list that identifies all tasks (system and non-system related) for a successful year end close
- Identify key dates
- Lead Year End Close testing, including simulating system close as many times as needed in the test environment
- Delivery of Year End Close procedure book
- Listing of key control reports including report purpose and use
- Provide on-site support during actual year end process

A.31.a.7   Quality Assessments.

A.31.b   Stage 6 Responsibilities.

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
1 Post-Production Support Plan	C	A

RESPONSIBILITY MATRIX A=Accountable, C=Contributing	Contractor	State
2 Production Support Organization is Operational for New Functions	C	A
3 Help Desk is Operational for New Functions	C	A
4 Accepted Production System	A	C
5 Final Conversion of Legacy Data	A	C
6 Fiscal Year End Support	A	C
7 Quality Assessment	A	C

Notes for Responsibility Matrix:
1 Post-Production Support Plan. Contractor will offer recommendations on how to prepare for supporting the production applications. State will tailor as appropriate and finalize/approve.
4 Accepted Production System. Contractor will have primary responsibility for facilitating system acceptance. The State will dedicate the appropriate resources to review the System Acceptance Checklist to confirm the software is working appropriately.

A.32   System Acceptance Checklist.

During the first ninety (90) days of production, the Contractor will work with State resources to confirm that the system is performing as prescribed. The State Project Director will then complete a System Acceptance Checklist (see example that follows) that contains the detailed criteria that must be completed for system acceptance to occur. These criteria may be refined at a later date based on mutual agreement between the State and the Contractor.

The System Acceptance Checklist will be completed after "Go Live" for Phase 1: HR/Payroll once all acceptance criteria have been met, and then again after the final deployment wave for "Go Live" for Phase 2: Financials, Procurement, and Logistics once all acceptance criteria have been met. The contract payments deferred until System Acceptance will be released for each phase upon satisfactory completion and proper State approvals of the System Acceptance Checklist.

SYSTEM ACCEPTANCE CHECKLIST			
	Description		Comments
1	End user training documentation has been completed and approved by the State Project Director, and all training classes have been conducted for all software in production.		
2	All historical data has been converted in accordance with the Data Conversion Plan.		
3	System documentation is current and complete for all software in production.		
4	All State Configuration Managers have signed-off that Contractor has provided satisfactory knowledge transfer.		
5	All deliverables have been completed and signed off on by the State Project Director.		
6	All issues in test tracking log for which Contractor has been assigned responsibility have been resolved to State satisfaction.		
7	Satisfactory execution of final software acceptance tests. This will entail executing all transactions/business processes and confirming that they operate as intended.		

SYSTEM ACCEPTANCE CHECKLIST			
	Description		**Comments**
8	Contractor has complied with the standards required in RFP Attachment 6.11, Section 6.11.5.1, System Response and Availability.		
9	**For HR/Payroll only:** Two months of payroll transactions have been processed without system or calculation errors.		
10	A formal transfer of all system responsibilities from the Contractor to State resources has taken place.		
11	All project documentation has been turned over to the State Project Director.		
12	Maintenance support from Contractor is being provided at a level of quality deemed acceptable to the State.		
13	All software designated as "in scope" per the Statement of Work is fully operational.		
14	This acceptance checklist is completed and contains a signature of the State Project Director and Project Sponsors.		

A.33   Performance Standards and Liquidated Damages Assessment.

At the first incident of failure to meet one or more of the performance standards defined in the table below, the State, at its discretion, may request a corrective action plan and establish an extension date by which the Contractor shall correct the deficiency. Continued failure to meet performance standards may result in the State seeking to recover damages as permitted by the contract or at law, including liquidated damages as established in this contract where appropriate.

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Payroll	Failure to produce accurate payroll ACH/Checks accurately and on-time.	First two regular payroll runs for each pay frequency (biweekly, monthly, semimonthly, etc.)	$30,000 per day
	Failure to produce accurate and complete W2 statement to employees within federal deadline	First complete set of year-end W-2s produced by Edison	$5,000 per day plus any IRS late payment assessment
	Failure to generate Third Party Provider Payments and accompanying accurate financial posting	60 days from applicable go-live date	Five business days after receiving written notification from the State, if the correct payment has not been generated or posting corrected, $5,000 per day
Time Entry & Leave Accounting	Failure to maintain correct time and leave balances for all state employees	First two regular payroll runs for each pay frequency (biweekly, monthly, semimonthly, etc.)	Five business days after receiving written notification from the State, if an employee's balance is not correct, $100 per day per employee with a $1000 per day ceiling

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Applicant Services	Failure to satisfy the applicant selection process to include, generating agency-specific lists of applicants in rank order and automatically determining the selected applicant's eligibility for appointment based on civil service law.	60 days from applicable go-live date	Five business days after receiving written notification from the State, if the list of applicants is not generating as specified, $3,000 per day
Accounts Payable	Produce accurate, timely vendor ACH/Checks	60 days from applicable go-live date	Five business days after receiving written notification from the State, if the correct payment has not been generated, $5,000 per day plus any interest or late payment assessments owed to vendors
	Failure to generate accurate, timely, vendor 1099s by the federal deadline	First complete set of 1099s produced by Edison	$3,000 per day plus any IRS late payment assessments
Bank Reconciliation	Execute automated reconciliation of Bank balances within 10 days of end of month or receipt of reconciliation files from bank, whichever is later	60 days from applicable go-live date	Five business days after receiving written notification from the State, if the reconciliation has not been completed, $1,000 per day
Project/Grant	Generate accurate billing information required for grant accounting/billing of federal government within 10 days of end of month	60 days from applicable go-live date	Five business days after receiving written notification from the State, if the correct payment has not been generated, $1,000 per day
Key Staff	Removal of Key Staff without the written approval of the State. See Contract Section E.21 regarding terms and conditions for key staff.	For term of contract	$50,000 per occurrence

A.34. Warranty of System Products/Services.

A.34.a. 1) This warranty language shall supersede any warranty language provided by the Uniform Computer Information Transactions Act (UCITA).

2) General Terms.

The Contractor expressly warrants that any components of the Edison System provided or configured by the Contractor, and any products or services resulting from change orders and enhancements produced or provided by the Contractor to the State, as being compliant in all material respects with the terms of the Contract or the change order or enhancement request, and warrants that these products or services will be free from material errors, defects, deficiencies or deviations, and that the products or services will perform in such a manner as the Contract, change order or enhancement request require, so that the intended function of the products or services is accomplished in all material respects as intended by the Contract, the change order or enhancement request, and is otherwise consistent with industry standards.

A. 34.b. Warranty Periods.

1) The warranty period(s) shall be one (1) year, shall apply to all software accepted by the State and to products or services resulting from change orders and enhancements related to that software, and shall begin on the following dates:

2) (i) The one (1) year warranty period on the applicable Edison software begins with the date the State approves in writing the System Acceptance Checklist completed by the Contractor and the State at the end of the implementation phase. As this contract anticipates two System Acceptance Checklists, one for Human Resources/Payroll and one for Financials/ Procurement/ Logistics, there will be two warranty periods for these two major system functions.

(ii) If any change orders or enhancements are requested by the State subsequent to the implementation phase, the one (1) year warranty begins on the date the State provides written acceptance of the product or services resulting from a change order or enhancement request.

3) The warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover, training or maintenance periods required in the Contract.

A. 34.c. Warranty Coverage.

1) The warranty encompasses any errors, defects, deficiencies or deviations discovered in any products or services, and errors created in State data caused by such error, defect, deficiency or deviation.

2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations, correction of errors in State data caused by such, and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the State, or which is procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and all system documentation provided by the Contractor.

A. 34.d. Time Frames for Warranty Services.

1) The Contractor must promptly, at the direction of, and within the time specified by, the State, correct any errors, defects, deficiencies or deviations from specifications and all the ERP-related system errors and performance or operational delays.

2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, its functioning or interfaces on a twenty-four (24) hour, seven (7) days a week basis.

3) Products and services shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then Contractor shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing, by the State.

4) The State will determine when any errors, defects, deficiencies or deviations have been resolved.

A. 34.e. Resources Required for Warranty Service.

The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State, and shall make these corrections within the time-frame specified by the State.

A. 34.f. Failure to Provide Effective Warranty Services.
If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

A. 34.g.   Contact for Warranty Services.
1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
2) The Contractor may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the sub-contractor.
3) The State reserves the right to approve Subcontractors for warranty service, and such Subcontractors shall be approved in writing by the State.

A. 34.h.   Maintenance of Operations and Services During Warranty Work.
The correction of errors, defects, deficiencies or deviations in work products/services shall not detract from or interfere with software maintenance or operational tasks.

A. 34.i.   Problems Not Caused by Contractor Fault.
1) If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately.
2) If the State agrees that the problem is due to software or hardware provided by the State, the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and/or dedicated to the problem to perform any required joint functions until the problem is resolved, and the State shall compensate the Contractor, at the rates contained in Contract Section C.4, only for the time the Contractor has to remain on site.

A.35.   Review and Acceptance of Project Deliverables

A.35.a   Contractor Responsibilities
1. The Contractor shall verify the quality of each deliverable before submitting it for State review and approval. By submitting a deliverable, the Contractor affirms that, to the best of its knowledge and understanding at that time, the deliverable meets State acceptance criteria.
2. The Contractor shall correct all deficiencies in deliverables as reported in writing and as required by the State.
3. The Contractor must be prepared to submit deliverables for multiple review cycles.

A.35.b   State Responsibilities
1. The State will review all deliverables to determine their acceptability. The review will consider the following deliverable characteristics:
    a. Completeness (full coverage of all topics within the defined scope of the deliverable content)
    b. Accuracy, correctness
    c. Level of detail (sufficient to prevent, minimize, avoid errors when used as intended)
    d. Usability (clarity, conciseness, consistency)
    e. Conformance to applicable State standards
    f. Pervasiveness of cosmetic errors (spelling, grammar, syntax, etc.)
2. The State will perform an initial, cursory review of each submitted deliverable beginning on the first day of the review cycle to determine if it is suitable for in-depth review. The State may, at its sole discretion, summarily reject (refuse to review) any submitted deliverable that it finds to have obvious, major deficiencies upon initial inspection. If the State rejects the submission, it will notify the Contractor in writing as soon as the determination is made. In such a case, upon the Contractor's submittal of a corrected deliverable, the 10-day review period shall begin anew.
3. The State will complete its in-depth review and provide review results in writing to the Contractor within a time frame determined by the scope and complexity of the deliverable, but not to exceed fifteen (15) business days. The review cycle will begin with the initial review on the next business day after the date the Contractor submits the deliverable to the State for review. For example, a deliverable submitted on a Monday would begin its review cycle on the following Tuesday.
4. At the conclusion of the applicable review period, the State will formally communicate to the Contractor in writing all deficiencies found in a deliverable, if any. This list or report of deficiencies will be a controlled document so that review and revision history may be analyzed. The State will make a reasonable effort to assist the Contractor in correcting the deficiencies.

The State will not develop specific corrections nor will it provide such corrections to the Contractor. If the State does not find any deficiencies within the review period, it shall deliver written Acceptance of the applicable deliverable to Contractor. The State's acceptance of a deliverable will not be unreasonably withheld.

5. The State will not consider any deliverable to be final or eligible for payment until the State has approved the deliverable in writing.

6. Partial payment for deliverables that have not been fully completed and accepted will not be considered.

7. Any changes to any Deliverable after acceptance will be subject to a change order request in accordance with the Project Change Order Procedure identified in this *Pro Forma* Contract. Once accepted by the State, Deliverables will become the basis for current Project work. Subsequent revision to accepted Deliverables that cause significant rework will need to be addressed between the State and the contractor and approved under a mutually acceptable and executed Change Order to this Contract.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on April 24, 2006 and ending on April 23, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] ($[NUMBER AMOUNT]). The Deliverable Payment Amounts in Section C.3 and the Service Rates in C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Deliverable Payment Schedule includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Deliverable Payment Amounts detailed in Section C.3, and the Service Rates detailed in Section C.4. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Deliverable Payment Schedule and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion and approval by the State's ERP Project Steering Committee of project deliverables or project milestones defined in Contract Section A. The Contractor shall be compensated based upon the Deliverable Payment Schedules and Rates that follow:

C.3.a.   Deliverable Payment Schedule - HR/Payroll Implementation.

DELIVERABLE PAYMENT SCHEDULE - HUMAN RESOURCES AND PAYROLL				
Total HR Payroll Cost from Total Cost Schedule		$ -		
- less Total HR Application Software License from Total Cost Schedule			$ -	
- less Payroll Software Ongoing Licensure from Total Cost Schedule			$ -	
- equals Total HR Payroll Implementation Services			$ -	

Payment Number	Implementation Deliverable Description (Contract Section # where Deliverable is Described)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Completed: Master Project Workplan (A.21.a.3), Change Management Plan (A.21.a.5), Project Standards and Procedures (A.21.a.6)	Jul-06	3.0%	$ -
2	Completed: Capacity Analysis and Evaluation (A.21.a.8, A.21.a.9), Issue Resolution Plan (A.21.a.10), Knowledge Transfer Plan (A.21.a.11)	Aug-06	4.0%	$ -
3	Completed: Training Plan (A.21.a.12), Backup and Recovery Plan (A.21.a.14), Architecture Design Plan (A.21.a.7)	Aug-06	4.0%	$ -
4	Completed: Software Installed (A.22.a.1), System Design Document (A.22.a.5), Fit/Gap Analysis (A.22.a.4), Interface Approach Plan (A.22.a.6), Data Conversion Plan (A.22.a.7), Inventory of Enhancements (A.22.a.8), Inventory of Reports A.22.a.9), Inventory of Workflows (A.22.a.10), Training Analysis and Design Prototype (A.22.a.11)	Oct-06	10.0%	$ -
5	Completed: Change Management Deliverables (leadership alignment, stakeholder management, business readiness) (A.22.a.12.1), Security Plan (A.22.a.13)	Nov-06	2.0%	$ -
6	Completed: Change Management Deliverables (Communication Plan, Stakeholder Actions Plans, Business Readiness Deliverables) (A.21.a.4, A.22.a.12.2, A.22.a.12.3)	Dec-06	7.0%	$ -
7	Completed: Designed and Developed Software (Reports, Conversions, Enhancements, Workflows) (A.23.a.1)	Dec-06	7.0%	$ -
8	Completed: Unit Tested Transactions (A.24.a.2), Detailed Test Plan (A.24.a.1)	Jan-07	6.0%	$ -
9	Completed: End User Training Materials (A.24.a.6.1), Train the Trainer Workshop Design (A.24.a.6.2)	Mar-07	6.0%	$ -
10	Completed: Agency Implementation Guide (A.24.a.9)	Mar-07	2.0%	$ -
11	Completed: Integration Testing (A.24.a.3)	Apr-07	2.0%	$ -
12	Completed: Acceptance Testing (A.24.a.4)	May-07	5.0%	$ -
13	Completed: Production Cutover Plan (A.25.a.2)	Jun-07	5.0%	$ -
14	Completed: Payroll Parallel Testing (A.24.a.5)	Aug-07	15.0%	$ -
15	Completed: Production System Test (A.25.a.1)	Oct-07	5.0%	$ -
16	Production System Live (A.25.a.9)	Jan-08	6.0%	$ -
17	Accepted Production System (Retainage), Completed System Acceptance Checklist (A.26.a.4)	Apr-08	10.0%	$ -
18	Completed: Year End Support Acceptance Checklist (A.26.a.7)	Jan-09	1.0%	$ -
	Total Implementation Cost		100%	$ -

C.3.b.   Deliverable Payment Schedule - Financials/Procurement/Logistics Implementation.

DELIVERABLE PAYMENT SCHEDULE - FINANCIALS, PROCUREMENT AND LOGISTICS				
Total Fin., Procurement and Logistics Cost from Total Cost Schedule		$ -		
- less Total Fin/Proc/Log Application Software License from Total Cost Schedule			$ -	
- less Fin/Proc/Log Ongoing Software Licensure from Total Cost Schedule			$ -	
- equals Total Fin., Procurement and Logistics Implementation Services			$ -	

Payment Number	Implementation Deliverable Description (Contract Section # where Deliverable is Described)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Completed: Master Project Workplan (A.21.a.3), Change Management Plan (A.21.a.5), Project Standards and Procedures (A.21.a.6)	Jul-06	4.0%	$ -
2	Completed: Capacity Analysis and Evaluation (A.21.a.8, A.21.a.9), Issue Resolution Plan (A.21.a.10), Knowledge Transfer Plan (A.21.a.11)	Jul-06	5.0%	$ -
3	Completed: Training Plan (A.21.a.12), Backup and Recovery Plan (A.21.a.14), Architecture Design Plan (A.21.a.7)	Aug-06	5.0%	$ -
4	Completed: System Design Document (A.27.a.5), Fit/Gap Analysis (A.27.a.4), Interface Approach Plan (A.27.a.6), Data Conversion Plan (A.27.a.7), Inventory of Enhancements (A.27.a.8), Inventory of Reports (A.27.a.9), Inventory of Workflows (A.27.a.10), Training Analysis and Design Prototype (A.27.a.11)	Nov-06	18.0%	$ -
5	Completed: Change Management Deliverables (leadership alignment, stakeholder management, business readiness) (A.27.a.12.1), Security Plan (A.27.a.13)	Dec-06	2.0%	$ -
6	Completed: Change Management Deliverables (Communication Plan, Stakeholder Actions Plans, Business Readiness Deliverables) (A.21.a.4, A.27.a.12.2, A.27.a.12.3)	Jan-07	5.0%	$ -
7	Completed: Designed and Developed Software (Reports, Conversions, Enhancements, Workflows) (A.28.a.1)	Mar-07	7.0%	$ -
8	Completed: Unit Tested Transactions (A.29.a.2), Detailed Test Plan (A.29.a.1)	Apr-07	8.0%	$ -
9	Completed: End User Training Materials (A.29.a.5.1), Train the Trainer Workshop Design (A.29.a.5.2)	May-07	5.0%	$ -
10	Completed: Agency Implementation Guide (A.29.a.8)	Jul-07	2.0%	$ -
11	Completed: Integration Testing (A.29.a.3)	Oct-07	8.0%	$ -
12	Completed: Acceptance Testing (A.29.a.4)	Jan-08	5.0%	$ -
13	Completed: Production Cutover Plan (A.30.a.2)	Mar-08	5.0%	$ -
14	Completed Production System Test (A.30.a.1)	Apr-08	5.0%	$ -
15	Production System Live (A.30.a.8)	Jul-08	5.0%	$ -
16	Accepted Production System for First Deployment Wave (Retainage #1), Completed System Acceptance Checklist (A.31.a.4)	Sep-08	4.0%	$ -
17	Accepted Production System for Second Deployment Wave (Retainage #2), Completed System Acceptance Checklist (A.31.a.4)	Dec-08	3.0%	$ -
18	Accepted Production System for Third Deployment Wave (Retainage #3), Completed System Acceptance Checklist (A.31.a.4)	Mar-09	3.0%	$ -
19	Completed: Year End Support Acceptance Checklist (A.31.a.6)	Jul-09	1.0%	$ -
	Total Implementation Cost		100%	$ -

C.3.c.   General Payment Provisions

C.3.c.i.   The "Estimated Payment Month" column in the tables above should not create any expectations on the part of the Contractor; these dates are only estimates, and actual payments could occur earlier or later than the timeframes stated above. The Contractor shall submit invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed deliverables and/or project milestones for the amount stipulated.

C.3.c.ii.   If payments are not made in accordance with the terms of this Agreement, Contractor reserves the right to suspend performance under this Contract, without incurring liability. However, such right to suspend performance is contingent upon Contractor providing written notice to the State to the attention of the State Contact named in Contract Section E.2, with a copy to General Counsel, Department of Finance and Administration, Suite 2100, Wm. R. Snodgrass Tennessee Tower, Nashville, Tennessee, 37243, at least fifteen (15) days prior to such intended suspension.

C.3.c.iii.   In the event of a termination of this Contract under the provisions of Sections D.3 or D.4, the State shall compensate the Contractor for authorized work, undertaken in compliance with the terms of the Contract, and deemed complete by the State. Since the termination may not coincide with the completion of a given payment point or points in the tables in C.3.a and C.3.b above, any such compensation shall be made to the extent that that the State can establish reasonable, objective criteria for assessing the completeness of discrete portions of the work.

C.4.   Deliverable Payment Schedule – Change Order Rates. The Contractor shall be compensated for Change Order tasks (see Contract Attachment B, Section B.3.3) based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory delivery of units of service, on an hourly, as-used basis, for the Job Classifications defined in Contract Attachment B. The Contractor shall be compensated based upon the following Service Rates:

SERVICE RATE PER HOUR

JOB CLASSIFICATION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Project Manager	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Deputy Project Manager	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Configuration Manager	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Configuration Lead	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Configuration Consultant	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Technical Manager	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Technical Lead	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Technical Consultant	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Enterprise Readiness (Training/ Change Mgmt) Manager	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]
Training Consultant	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]	$[XXX.XX]

The aggregate value of change orders executed under this contract shall not exceed [WRITTEN DOLLAR AMOUNT EQUAL TO TEN PERCENT OF ALL OTHER COSTS] ($[NUMBER]).

C.5.   Travel Compensation. With regard to Travel, the following provisions shall apply:

C.5.a.   The project site "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, is Nashville, Tennessee.

C.5.b.   Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Contractor maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

C.5.c.   In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses, provided that the destination is greater than fifty (50) miles from the Official Station, shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see http://www.state.tn.us/finance/act/policy.html).

C.6.   Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7.   Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.8.   Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9.   Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

C.10.   Retention of Final Payment.

C.10.a.   HR/Payroll Retainage Payment – An amount of [WRITTEN DOLLAR AMOUNT] ($[NUMBER AMOUNT]), representing fifteen percent (15 %) of the maximum total compensation payable under this Contract for Implementation Services for HR/Payroll, shall be withheld by the State until sixty (60) days after final completion of the services to be performed by the Contractor under this Contract (excluding maintenance services) and formal acceptance by the State of the Production System (Payment #17 above).

C.10.b.   Finance/Procurement/Logistics Retainage Payment – An amount of [WRITTEN DOLLAR AMOUNT] ($[NUMBER AMOUNT]), representing fifteen percent (15 %) of the maximum total compensation payable under this Contract for Implementation Services for Finance/Procurement/Logistics, shall be withheld by the State until sixty (60) days after final completion of the services to be performed by the Contractor under this Contract (excluding maintenance services) and formal acceptance by the State of the Production System (Payment #16 above).

D.   STANDARD TERMS AND CONDITIONS:

D.1.   Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2.   Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. <u>Termination for Convenience</u>. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The State will invoke its right to terminate under this provision only for a material breach of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Confidentiality of Records," and "HIPAA Compliance" (sections D.6, D.7, E.13 and E.15). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. <u>Conflicts of Interest</u>. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. <u>Nondiscrimination</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. <u>Records</u>. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. <u>Monitoring</u>. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.11. <u>Strict Performance</u>. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.12. <u>Independent Contractor</u>. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. <u>State Liability</u>. The State shall have no liability except as specifically provided in this Contract.

D.14. <u>Force Majeure</u>. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16. <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.17. <u>Completeness</u>. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. <u>SPECIAL TERMS AND CONDITIONS:</u>

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
> Stephanie Richardson, Edison Project Director
> Department of Finance and Administration, Enterprise Resource Planning Division
> 162 3rd Ave. North
> Nashville, TN 37243
> Phone: (615) 253-2725
> Fax: (615) 253-2980

The Contractor:
> [NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
> [CONTRACTOR NAME]

[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

i. In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity. However, the State will only invoke the remedies set forth in subsections E.4.a.iii (Partial Default) and E.4.a.iv (Contract Termination) for a material breach of the Contract.

ii. Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Contract Section A.33 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy.   The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

iii. Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

iv. Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

v. Opportunity to Cure—

(1) The contractor may request the opportunity to cure a breach of contract due to a problem in contract performance. The request for a cure period must be submitted in writing within three business days of Contractor being notified of, or becoming aware of, a performance problem. The State's approval shall not be unreasonably withheld.

(2) The cure period granted under subsection (a) shall not exceed 30 days. The contractor may submit a written request for a cure period longer than 30 days setting forth the reasons for this request. The State, in its sole discretion, may grant or deny this request.

(3) This opportunity to cure shall not be available in circumstances in which the contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, if a cure period would unreasonably delay completion of the contract, or if State operations dependent on the contract would be adversely affected.

b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall

operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. <u>Partial Takeover</u>. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. <u>Ownership of Work Products and Rights to Knowledge Obtained</u>.

E.6.a. <u>Definition of Work Products</u>.

E.6.a.i. "Work Products" shall mean all software, documentation, RFP deliverables and any other items provided by the Contractor pursuant to this Contract, including Custom-Developed Application Software, Rights Transfer Application Software, and the source code pertaining thereto. These software categories are defined as follows:

(1) Custom-Developed Application Software – Any application software developed for the State under the terms of this Contract.

(2) Rights Transfer Application Software – Any pre-existing Contractor developed/owned application software, including but not limited to, modules, complete applications, components, builds, and /or individual lines of software code provided as a part of the overall solution, and to which the Contractor shall grant all rights and provide source code to the State.

For further details and definitions pertaining to these software categories, as well as those mentioned below, see RFP Attachment 6.11, Section 6.11.7.

E.6.a.ii. The only categories of software <u>not</u> included in Work Products are the following:

(1) Proprietary Operating Environment/Utility Software provided at established catalog or market prices and sold or leased to the general public (examples include operating system software and database management systems);

(2) Proprietary Core System Software;

(3) Contractor-Owned Core System Software;

(4) Public Domain Software; and

(5) Specialized Software, Add-Ons, Plug-Ins, etc.

E.6.b. <u>State Ownership of Work Products</u>. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application software, source code, or modifications thereof and associated documentation, created, designed, and/or developed solely for the State under this Contract (known collectively as "Work Products"). The State shall have royalty-free, non-exclusive, and unlimited rights to use, modify, disclose, reproduce, and/or publish, for any purpose whatsoever, all said Work Products. The Contractor shall furnish the Work Products upon request of the State, in accordance with the Contract and applicable State law. With State approval, the Contractor will be able to use the application source code and documentation where they may have applicability with other state and local government entities, and such approval shall not be unreasonably withheld.

E.6.c. <u>Proprietary Operating Environment/Utility Software Packages</u>. The State shall enter into licensing agreements directly with the owners of these products. The State's rights and obligations shall be in accordance with applicable licensing agreements, provided that these agreements are not in conflict with State law or with the State's requirements as expressed in the Contract and RFP.

E.6.d. <u>Proprietary Core System Software</u>. This includes commercially available application software, including Commercial Off-The Shelf (COTS) solutions, that are owned by a subcontractor, or a third party, and are used to deliver the core or primary solution functionality. See RFP Attachment 6.19, *Pro Forma* Software License.

   i.   The owner of the Proprietary Core System Software shall retain ownership right, title, and interest in the portions of the system that were not developed under the terms of this Contract or using State moneys or resources.

   ii. The State shall execute one or more direct licensure agreements with the owner(s) of the software to provide the State with licensure rights to the Proprietary Core System Software.

   iii. The State's rights and obligations shall be in accordance with the applicable licensing agreements, provided that these agreements are not in conflict with State law or with the State's requirements as expressed in the Contract and RFP.

E.6.e. <u>Contractor-Owned Core System Software</u>. This includes commercially available application software, including Commercial Off-The-Shelf (COTS) solutions <u>that are owned by the Contractor</u>, and are used to deliver the core or primary solution functionality.

   i.   The Contractor shall retain ownership right, title, and interest in the portions of the system that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the effective date of the Contract:

   ii. The Contractor hereby grants the State a perpetual, irrevocable, unlimited, and nonexclusive right to use the Contractor Proprietary Products for the State's business purposes, including, but not limited to: (1) access by users who are not employees of the State for the purpose of transacting State business; and (2) access by any future service providers with whom the State may contract. The Contractor warrants that Contractor is duly authorized to grant this right.

   iii. Source Code in Escrow.

      (1) For all Contractor-Owned Core System Software, the Contractor shall maintain copies of the source code in escrow with an escrow company pre-approved by the State. The Contractor shall pay all fees associated with placing and maintaining the source code in escrow.

      (2) Within fifteen (15) calendar days after the State's written acceptance of the implementation of the system, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.

      (3) Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed

letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.

(4) If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.

E.6.f.   Public Domain Software. This is software that is available to the State free of charge, either directly from the supplier of such software, or through transfer by the Contractor. The State shall have royalty-free, non-exclusive, and unlimited rights to use, modify, disclose, reproduce, and/or publish, for any purpose whatsoever, the Public Domain Software.

E.6.g.   Specialized Software, Add-Ons, Plug-Ins, etc. This means any other software, apart from the Proprietary Operating Environment/Utility Software, that is required for the operation or maintenance of the solution in addition to the application software. It can be Vendor or third-party owned. The State shall enter into licensing agreements directly with the owners of these products. The State's rights and obligations shall be in accordance with the applicable licensing agreements, provided that these agreements are not in conflict with State law or with the State's requirements as expressed in the Contract and RFP.

E.6.h.   Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

E.6.i.   Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7.   Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq*., shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.8.   State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9.   Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a*.*   The Contract document and its attachments
b*.*   All Clarifications and addenda made to the Contractor's Proposal
c*.*   The Request for Proposal and its associated amendments
d*.*   Technical Specifications provided to the Contractor
e*.*   The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10.   Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or

his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11.   Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.12.   Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.13.   Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.14.   Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.15.   HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a.   Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b.   Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c.   The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the

State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

d. The Contractor agrees that it shall be liable for any charges imposed by the Federal Government on the State as a result of any claim related to HIPAA non-compliance, to the extent that such claim is related to products provided by the Contractor.

E.16. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.17. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.18. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.19. Limitation of Liability. The Contractor's liability to the State, and its indemnification of the State for any acts or omissions attributable to the Contractor under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be determined by the State's Maximum Liability provisions in Paragraph C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Contractor. The State will not indemnify the Contractor for damages caused by the Contractor's own actions or negligence, or those of third parties.

E.20. Accessibility. The implemented software solution must be accessible to individuals with disabilities at the time the software is put into productional use. This includes addressing the Americans with Disabilities Act (ADA) Section 508 standards and Web Accessibility Initiative (WAI) Web Content Accessibility Priority 1 guidelines. If the State notifies the Contractor that a person has made a claim against the State

concerning accessibility of products furnished by the Contractor under this contract, the Contractor will work with the State in an effort to remedy the claim in a timely manner. To the extent that the claim is related to products provided by the Contractor, the Contractor further agrees that it shall be liable for the actual costs of attorney fees to defend the State and the monetary amount of any judgments rendered against the State as a result of any such claim.

E.21. Contractor Personnel. The Contractor shall assign all key personnel identified in RFP Attachment 6.3, Section B.11 of its proposal to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The State shall have the right to approve the assignment and replacement by the Contractor of all key personnel assigned to provide services, including, without limitation, the project team manager, other individuals named or described in the Contractor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval.

The unauthorized removal of key personnel by the Contractor shall be considered by the state as a material breach of contract and is subject to the terms of Section A.33 above, Performance Standards and Liquidated Damages Assessment.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall (i) within two business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the State and properly qualified to perform the functions of such replaced person.

The State reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.

E.22. Contractor Employment of State Personnel Restricted. The Contractor shall not solicit for purposes of employment, make an offer of employment, or employ any current or former State of Tennessee employee whose work responsibilities included participating in the Edison project, as either a full time assignment or as part of their duties, until one (1) year after the individual in question is no longer deemed to be a State employee. For purposes of applying this rule, an individual shall be deemed a State employee until such time as all salary, termination pay and payments representing annual leave have been made.

E.23. State Employment of Contractor Personnel Restricted. The State shall not solicit for purposes of employment, make an offer of employment, or employ any current or former Contractor employee, until one (1) year after the Contract termination date or one (1) year after the individual in question is no longer deemed to be a Contractor employee, whichever comes first. For purposes of applying this rule, an individual shall be deemed a Contractor employee until the effective date of that individual's termination letter to the Contractor.

E.24. COBRA Compliance. The implemented software solution must comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Contractor agrees that it shall be liable for any charges

imposed by the Federal Government on the State as a result of any claim related to COBRA compliance, to the extent that such claim is related to products provided by the Contractor.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

_____

[NAME AND TITLE]   **Date**

DEPARTMENT OF FINANCE AND ADMINISTRATION:

_____

M. D. Goetz, Jr., Commissioner   **Date**

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

_____

M. D. Goetz, Jr., Commissioner   **Date**

DEPARTMENT OF GENERAL SERVICES:

_____

Gwendolyn S. Davis, Commissioner   **Date**

DEPARTMENT OF PERSONNEL:

_____

Randy C. Camp, Commissioner   **Date**

DEPARTMENT OF TRANSPORTATION:

_____

Gerald Nicely, Commissioner   **Date**

DEPARTMENT OF TREASURY:

_____

Dale Sims, Treasurer   **Date**

COMPTROLLER OF THE TREASURY:

_____

John G. Morgan, Comptroller of the Treasury   **Date**

Contract Attachment A

(This attachment has intentionally been left blank. The former Contract Attachment A has been amended and is now RFP Attachment 6.19.)

Contract Attachment B – ERP Scoping Information

Att B   ERP Scoping Information

B.1 Planned timeline and project phasing

The expected timeline for the Implementation phase of the Edison Project is a start date of July 5, 2006, with Human Resources/Payroll functionality going into production with the start of the new calendar year 2008 (January 1, 2008). The State would like to deploy the Financials and Procurement / Logistics functionality in multiple waves, with a balanced schedule of deploying agencies over no more than nine (9) months, favoring the core central agencies first. The State has not assigned criteria yet for which agencies constitute the core, central agencies. The first wave would deploy at the start of the new State fiscal year 2009 (July 1, 2008), and the final wave of agencies would deploy no later than March 31, 2009. A timeframe for deployment waves shorter than nine months will be considered acceptable to the State as well. The State has not scheduled agencies and deployment dates at this time, and is looking to the Contractor for a schedule that best mitigates project risk and allows later deployments to benefit from lessons learned in the earlier waves.

To accommodate normal State business operations, the system will need to be available for production prior to the production dates noted above so that State business commences on those dates. For example, the first payroll check generated in the new system is expected to be the January 15, 2008 payroll. Since the January 15 payroll pays for time worked from December 16 – 31, 2007, employees will need to enter their time and leave information starting December 16, and perhaps earlier. The first wave of financial, procurement and logistics systems will also need to be available before their production start date of July 1, 2008, so that all contracts, purchase orders, budgets, and other related financial data for the new fiscal year are set up, tested and ready for normal business on that agency's production date.

B.2 Planned functionality

The Edison Project has documented requirements and business processes in the following applications areas, and is using the following list as its initial scope of functionality for the new Edison system:

- ◆ Human Resources / Payroll
  - Payroll Administration
  - Applicant Services
  - Benefits Administration
  - Classification and Compensation
  - Employee Self-Service
  - Insurance Administration
  - Personnel Administration
  - Timekeeping /Leave Accounting
  - Training/Employee Development
- ◆ Financial Management
  - Accounts Payable
  - Accounts Receivable
  - Budgetary Control
  - Cash Management/Bank Reconciliation
  - Cost Allocation
  - General Ledger
  - Grant Accounting
  - Project Management

- • Travel
- ♦ Budget Administration
- ♦ Procurement / Logistics
  - • Asset Management
  - • Fleet Management
  - • Inventory
  - • Plant Maintenance
  - • Purchasing
- ♦ Data Warehouse and Business Data Analysis

B.3 Project management and approach

B.3.1   State's Information Technology Methodology (ITM).

As stated in Contract Sections A.7 and A.8, the Contractor shall utilize the State's ITM in the development of its approach to the Edison Project. Since the State's ITM is defined at a high-level for use on all types and sizes of IT projects, the Contractor shall develop a detailed project management methodology within the guidelines of the State's ITM.

B.3.2   Access to the State's ITM.

The State's ITM includes process definitions, guidelines, document deliverable templates, and tools that support two basic categories of processes (a) Project Management Processes and (b) Product Development Methodology. Upon receipt of a Letter of Intent to Propose, the State will provide a web-site and password to allow access to and review of the ITM in its entirety. The ITM web-site has embedded "help text" in the ITM documents, and the State has used the word processor's "Hidden Text" feature. Therefore, the Contractor may want to turn on the Hidden Text feature when viewing ITM documents and templates.

The Project Management Processes category describes the procedures for organizing and controlling the work of the project, which will extend over one or more Product Development Phases. The Product Development Phases describes the processes for developing the Edison Project.

B.3.3   Change Order Process

B.3.3.1   Principles

The following principles have been defined regarding Change Order management:

- • The project scope and any significant changes thereto, particularly those resulting in a Change Order, will be reviewed with and approved by the Project Steering Committee.
- • Commitment and adherence to the project scope will be maintained by all project team members.
- • All Change Orders will be documented and submitted to the Project Director, who is responsible for oversight of the Change Order process as outlined in this section.

B.3.3.2   Change Order Approach

As with project issues, proposed project Change Orders will be reviewed, prioritized, assigned, and resolved. Change Order resolution differs from issue resolution in that there is an impact on project resources, timeline, and/or budget with a Change Order that will require approval. Therefore, a justification for the Change Order must be documented, including development of a cost analysis. Project changes that affect the business processes/system functionality or technical architecture and/or occur after the deliverable/product has been accepted will be researched to determine the impact on the project. Frequently, these particular project issues will require a Change Order.

B.3.3.3   Change Order Procedure

Following is a description of each step in the Change Order process:

- **Create & Log Change Order** – The process is initiated by an issue being deemed a Change Order. The request will specify the nature of the change and the business justification for the change (the justification may be preliminary – a further evaluation will be performed as part of the process).

- **Assign Ownership** – Each Change Order request is assigned an owner by the Project Director (or designee) who will be responsible for performing an evaluation of the impact of the change on the project's budget.

- **Perform Impact Analysis** – Each Change Order request is analyzed to determine its potential impact on the project's budget, resources and schedule within 15 days of its submission. Costs, benefits, impact on quality, staffing and project risk, and the associated timing of each are evaluated and an analysis is prepared for presentation to the Project Steering Committee.

- **Obtain Approvals** – The Cost/Benefit evaluation that is performed during the "Perform Impact Analysis" step in this process is presented to the Project Steering Committee who will approve or reject requested change.

- **Update Project Documentation** – If the Change Order request is accepted/approved, project management moves forward with implementing the change. All necessary project documentation is updated accordingly (i.e., project plan, risk assessment, etc.).

A Change Order request form will be provided by the State.

B.3.3.4   Change Order Escalation

If a Change Order is logged and properly documented and cannot be resolved within the normal channels or within the required timeframe, the Issue Escalation Process will be initiated, as a Change Order request will be treated the same as any other unresolved project issue. Please see the Issue Escalation Process in the next section, Section 8.3.4.2, of this Attachment.

B.3.4   Issue Resolution Process.

The following issue resolution process will be used during the Project.

Any issue that comes up during the project that cannot be immediately resolved or requires a decision or action involving those outside the project team will be documented in the project Issues Log. Anyone on the Edison Project team may submit a new issue to the Issues Log. An issue can be a decision or question of any size, small or large, which concerns any part of the project. Only the Project Director (or the Director's delegate) may close an issue, to confirm resolution of the issue before it is no longer tracked.

The Issues Log will allow management to review outstanding questions, decisions and pending actions, and provide guidance on those issues that are of the highest priority. The Issues Log is also a tool used to communicate all project issues to senior management and executive sponsors. If there is an impact on project resources, timeline, and/or budget, then the issue may also require a Change Order (see the previous section, Section B.3.3, on the procedures for Change Orders).

B.3.4.1   Issue Resolution Procedure

The steps for reporting and resolving a project issue are:

- **Submit Issue**. All identified issues will be entered into the Issues Log. An issue may be entered by anyone on the Edison Project team. The default issue status will be 'Submitted'. Each issue will be assigned to a category so that the category of issues can be tracked. Examples of issue categories include:

  - Functional – Broken out by functional module
  - Technical
  - Communications

- Project Scope/Funding
- Policy/Legal
- Organizational

The log will be updated as an issue continues to progress through the process.

♦ **Review and Prioritize Issue.** The Project Director (or the Director's delegate) will review a newly submitted issue and determine whether to accept/assign, reject, or defer the issue. Assigned issues will be prioritized based on the impact the issues have, or will have, on the project's progress, and the issues are assigned a target resolution date. For certain categories of issues, such as "Policy/Legal" or "Project Scope/Funding", those issues will be immediately escalated to the Project Director to be resolved or further escalated, as these will not be resolved at the project team level. Please refer to the Issue Escalation process below. Project management will closely monitor the Issues Log as certain unresolved issues could materially impede the progress of the project.

♦ **Assign Issue to an Owner**. The Project Director will assign an accepted issue to an owner who will be responsible for driving the issue to resolution.

♦ **Evaluate Resolution Options**. The issue owner will determine and document viable resolution options, and then manage the evaluation of the options, taking into account the pros and cons of each option. The issue owner will be responsible for collaborating with others where necessary to evaluate options and reach a resolution.

♦ **Resolve Issue**. The owner will work to resolve the issue by the target resolution date. The typical timeframes for resolving an issue are as follows:

- High priority issue: 3 days
- Medium priority issue: 7 days
- Low priority issue: 10 days

If the issue is not resolved by the target date, then the Project Director may choose to escalate the issue. The owner of the issue will confer with project management to determine the appropriate management escalation action to take. See the Issue Escalation Process below.

♦ **Close Issue**. Once an issue has been resolved, it will be assigned a Closed status by the Project Director in the Issues.

If an issue has not been resolved by its assigned target resolution date, then the issue can be automatically escalated. The first level of issue escalation is to the Project Director. Types of issues that will be escalated include:

♦ Issues that are past their target resolution date and have an urgency to being resolved;

♦ Issues that have a significant impact on the project or organization;

♦ Issues that will have a significant impact on project scope;

♦ Issues that may result in additional cost to the State; and,

♦ Issues that may cause the project schedule to slip or for a deliverable to be critically late.

B.3.4.2   Issue Escalation

The Project Director may be able to resolve the issue at that level, and address the issue with the support of the original issue owner to reach resolution. If the Project Director is not able to resolve an issue within five days, or if it is an issue that cannot be resolved at the Project Director level, the issue will escalate to the Steering Committee. The issue will be presented to the Steering Committee at its next regular meeting for consideration and resolution.

If the item has not been resolved by the following regular Steering Committee meeting, or if it is an issue that cannot be resolved at the Steering Committee level, then the issue will be escalated to the Executive

Sponsors for final resolution. The Executive Sponsors will consider the issue, and make assignments as needed, to expeditiously resolve the issue.

If the urgency of the issue is such that it cannot wait for resolution until the next regular Steering Committee or Executive Sponsors meeting, the Project Director may call a special meeting or arrange a teleconference for consideration of the issue.

B.4 State volume and usage assumptions

B.4.1 Number of agencies, number of employees

The Edison system will be implemented statewide. The following chart lists all State departments, agencies, boards and commissions, and their number of employees. This is the current number of positions as of August 2005. Actual State employment may be less than this number due to vacant positions.

Department Name	Permanent Full Positions	Permanent Part Positions	Seasonal Full Positions	Seasonal Part Positions	Total Positions
Legislative	415	45	64	1	525
Judicial - Courts	704	5	0	0	709
Attorney General	325	0	0	0	325
District Attorney General	931	4	0	0	935
Secretary of State	422	5	0	0	427
District Public Defenders Conference	320	12	0	1	333
Comptroller	617	8	23	0	648
Post Conviction Defender	14	0	0	0	14
Treasury	205	0	0	0	205
Executive	58	0	0	0	58
Commission on Children and Youth	53	2	0	0	55
Commission on Aging & Disabilities	30	0	0	0	30
Alcoholic Beverage Commission	62	3	0	0	65
Human Rights Commission	28	1	0	0	29
Health Services & Development	12	7	0	0	19
TRICOR	196	11	0	0	207
Correctional Institute	10	0	0	0	10
Juvenile and Family Court Judges	5	0	0	0	5
TN Regulatory Authority	81	0	0	0	81
Commission on Intergovernment Relations	16	2	0	0	18
TN Housing Development	199	0	0	0	199
TN Arts Commission	18	0	0	0	18
TN State Museum	36	0	0	0	36
Tax Structure Commission	2	0	0	0	2
Finance and Administration	1,044	1	0	0	1,045
TennCare	455	0	0	0	455
Personnel	115	9	0	0	124
General Services	558	0	0	0	558
Veterans' Affairs	73	0	0	0	73
Probation and Paroles	1,012	0	0	0	1,012
Agriculture	656	3	2	279	940
Tourist Development	141	0	0	0	141
Environment and Conservation	2,415	41	151	424	3,031
TN Wildlife Resources Agency	639	75	0	2	716
Correction	5,342	0	0	0	5,342
Economic and Community Development	211	0	0	0	211
Education	1,099	674	0	0	1,773
Higher Education Commission	38	3	0	0	41
TN Student Assistance Corporation	48	1	0	0	49
Commerce and Insurance	655	131	0	0	786
Financial Institutions	158	0	0	0	158
Labor and Workforce Development	1,578	462	0	0	2,040
Mental Health and Dev. Disabilities	2,858	10	0	0	2,868
Military	433	0	4	8	445
Health	3,135	180	0	0	3,315
Mental Retardation	4,012	0	0	0	4,012
Human Services	5,767	0	0	0	5,767
Revenue	911	18	0	0	929
TN Bureau of Investigation	460	0	0	0	460
Safety	1,887	14	0	0	1,901
Children's Services	4,481	58	0	0	4,539
Transportation	4,928	5	0	0	4,933
Total	**49,868**	**1,790**	**244**	**715**	**52,617**

B.4.2 Training – categories of users, number of users

In Section B.5.3 below, the State lists its number of State project staff by role in a sample organizational chart. The Contractor shall use this information in creating its training approach and course curriculum recommendations for project team training including State configuration (functional) and technical project team members. Where possible and practical, the Contractor shall schedule the project team training classes in Nashville at a State training site. The cost to implement the Contractor's training plan, with recommendations for project team training, must be included in the total cost for the proposal (not including travel costs that the State might incur if a course is offered somewhere other than Nashville).

Following is a sample end user class curriculum with the estimated class length and estimated number of State end users that would need to be trained for these sample classes. Contractor shall adapt these numbers to its recommended training approach and course curriculum in creating its estimates for this area, including training development and training delivery.

CLASS	EST HOURS	EST # OF STUDENTS
CBT CLASSES		
Navigation	4	4,000
Employee Self Service	2	50,000
TimeKeeping Basic	4	12,000
Time Approver	2	4,000
AGENCY HR/PAYROLL CLASS		
HR/Payroll/Account Overview	2	500
Agency Inquiry and Reports	4	500
Time Management Advanced	8	1,700
Applicant Services	4	300
Class and Comp	8	150
Position Control	4	100
Training	3	200
Payroll	16	180
Benefits Administration	4	200
Insurance Administration	4	580
Personnel Administration	8	200
CENTRAL HR/PAYROLL CLASS		
Personnel Administration Employee Relations	8	15
Personnel Administration Transactions	8	30
Applicant Selection	8	30
Applicant Processing and Testing	8	40
Class/Comp	16	15
Benefits Administration	16	40
Insurance Administration	16	40
Payroll Administration	24	10
Training Administrator	12	15
Time and Leave Administrator	12	30

CLASS	EST HOURS	EST # OF STUDENTS
CENTRAL FIN/PROC/LOG CLASSES		
Central Accounts Payable Administration	8	40
Central Budget Administration	4	20
Central General Ledger	4	20
Central Grants Management	8	20
Purchasing Administration	4	40
Cash Management/Bank Recon	4	20
AGENCY FIN/PROC/LOG CLASSES		
Fin/Proc/Log/Chart of Accounts Overview	3	2,500
Agency Inquiry and Reports	4	2,500
Accounts Payable - Invoice Processing	8	120
Agency Budget Process	8	100
Agency General Ledger	8	200
Agency Grants Management	4	150
Agency Accounts Receivable	4	200
Agency Cash Receipt	4	300
Agency Cost Allocation	2	80
Agency Asset Management	8	200
Agency Project Management	8	100
Agency Purchase Order	8	300
Agency Purchase Requisition Approvals	2	400
Agency Purchase Requisitions	8	600
Agency Receiving	4	400
Agency Contracts	8	120
Agency Inventory	4	50
Agency Fleet	4	15
Agency Plant Maintenance/Work Order	8	80

During the project, the Enterprise Readiness (Training) Team will consist of Contractor and State personnel. The Contractor is expected to provide at least thirty-five percent (35%) of the training development and training delivery resources. Training will be delivered to groups of approximately fifteen (15) participants (i.e., normal class size is 15 participants).

The Contractor should also assume that a certain amount of the curriculum (in this example, four courses) will be delivered in a non-classroom setting as Computer Based Training (CBT) or a similar format. The costs to acquire and customize, or design and develop, these courses shall be included in the Contractor's staffing and pricing estimates.

B.4.3 Shared Services

For smaller State agencies (the criteria for inclusion have not been determined at this time), the State is considering a "shared services" model for some or all of the administrative functions within the scope of this RFP. Shared services, in this context, means the consolidation of some administrative functions into a central workgroup, rather than duplicating these functions at each agency.

The State is still evaluating the shared services model. If the model were to be accepted, the expected impact on the Edison project would be positive, as it would likely mean fewer agencies to bring into production and fewer staff to train. The Contractor must not assume that the State will adopt a shared services model or base any costing data on the impact of the potential adoption by the State of the shared services model.

B.4.4 Sample Transaction Volumes

Listed below, for scoping and sizing estimates, are some key transaction volumes for the State.

Category	Current Count
General Ledger	
Agencies	60
Funds	33
General Ledger Accounts	198
Federal Grants	300
Journal Entries Per Month (no IATs) *	1.6 million sequences (line items)
Journal Vouchers Per Month (IATs)*	325,000 sequences (line items)
Accounts Payable	
Invoices Processed	3 million sequences (line items)
Payments Processed Per Year (including warrants, EFTs, wires, and ACH)	Credit ACH – 1.3 million sequences Warrants – 1.8 million sequences Wire – 600 sequences Debit ACH – 30,000 sequences
Total Vendors Per Accounting System (STARS)	133,892
1099s Per Year	30,000
Asset Management	
Number of Controlled Assets	159,000
Number of commodity item codes	55,000
Payroll/Personnel	
Employees (includes part-time)	46,000
Payroll Warrants/Deposit Advices (paid through SEIS)	46,000 per cycle
Budgeted Positions	49,000
Job Classifications	2,600
Applications Processed	50,000/year
Insurance Participants	380,000
Purchasing	
Purchase Orders Issued (per year)	225,000/year
Registered Vendors Per Purchasing System (TOPS)	60,000 active 70,000 total
State Commodity Contracts and non-professional services	1,934
Professional Services Contracts & Other	8,040 active
Professional Services contracts renewed, new, or amended	3,800/year
Professional Services & Other FY 2001/2002	$2.1 Billion
TOPS Spend FY 2001/2002	$275 Million

B.4.5   Summary of Expected Use of Imaging

In RFP Attachment 6.8, ERP Functional Requirements, the State lists in each affected module expected applications where electronic document imaging will be integrated into the State's business processes. For the convenience of the Proposer, the table below summarizes the areas where the State is considering integrating an electronic image of a document into its ERP solution. This is not a comprehensive list, but is intended to give the Proposer a summarized overview of imaging in Edison. As stated in Contract Section A, Scope of Services, the Proposer is responsible for the interoperation and integration of the State's existing ECM (Electronic Content Management) solution with Edison, and is responsible for any configuration of Edison to accommodate inclusion of an imaged document.

Application Name	Document and Description
Benefits	
Insurance Administration	Policy Management
	Hard copy letter received via mail
	Electronic document received via the Internet
	Revised State Plan documentation
	Wellness documents
	Employee Assistance Program documents
	Newsletters
	Enrollment
	Birth Certificate
	Death Certificate
	Divorce Papers
	Contracts
	Requests for proposal
	Vendor proposal
	Vendor supporting documentation
	Program contracts
	Supplemental Program Information and documentation
Flexible Benefits	Enrollment
	Birth Certificate
	Death Certificate
	Divorce Papers
	Medical & Childcare Expenditures
	Receipts for medical service
	Receipts for prescriptions
	Childcare payment receipts
Deferred Compensation	Requests for proposal
	Vendor proposal
	Vendor supporting documentation
	Program contracts
	Supplemental Program information and documentation
Payroll	
	Self-Servicing
	W-4 forms
	W-5 forms
	Direct Deposit forms
	Voided Checks
	Charitable Contribution Cards
	Liens
	Additional Payments
	Retroactive Pay documents
	Housing Allowance documents
	Fringe Benefits
	Travel logs
	Housing Documents
	Miscellaneous
	Charge Tips
	Death Certificates
	Voided Checks
	Archival Only
	Supporting documents for court reporters
	Pay stub copies
	Year-End W-2s
	Year-End W-2Cs

Application Name	Document and Description
Personnel	
Personnel Actions	Supporting documentation, i.e., letters, forms, etc.
Employee Files	Employee separated files
Applications	Employee application files
Performance Evaluations	Employee performance evaluation forms
Sick Leave Bank	Employee enrollment forms
	Employee enrollment notification email
Procurement	
Purchasing	Technical specifications
	Budgeting or planning documents
	Other requisition supporting documents
	Request for proposal
	Solicitation supporting materials
	Purchase orders
Solicitation Process	Proposals
	Question & Answer documentation
	Vendor financial statements
	Other supporting documentations
	Videos of bidders conferences
Asset Management	Policy reports
	Land plots
	Appraisals
	Bonds
	Insurance documents
	Photo-documentation
Department of Transportation	
Grants Management	Federal Grant applications
Plant and Fleet Management	Work orders
	Parts list
	Repair instructions
	Resource assignment
Maintenance	Road maps
	County maps
	Manuals and regulation documents
	Driven videos
Additional Content Management	Bridge Structure Division
	Plans
	Diagrams
	Signoff documentation
	Inspection sheets
	Maps
	Environmental Planning documents
	Right of Way Department
	Land Titles
	Deeds
	Plot plans
	Department of Personnel
	Applications
	Resumes
	Educational documents
Financials	
	Invoices
	Cover documents
	W-9 forms
	ACH authorization forms
	Journal voucher support
	Deposit slips

B.4.6 Sample of Geographic Dispersion of Users

Following is a list of current system users by county for key systems for the State of Tennessee. This illustrates the geographic dispersion of end users across the State.

County	Location	TOPS	TDOT STARS	STARS	Time & Attndnc	Labor Tmsht
Anderson	East	8	0	8	112	37
Bledsoe	East	16	0	10	360	4
Blount	East	1	6	0	78	11
Bradley	East	3	1	1	93	13
Campbell	East	8	13	4	49	17
Carter	East	7	5	6	135	18
Claiborne	East	0	1	0	21	4
Cocke	East	0	14	0	31	5
Cumberland	East	7	12	6	53	14
Fentress	East	5	0	0	23	1
Grainger	East	0	0	0	15	1
Greene	East	18	4	17	174	19
Hamblen	East	6	11	6	153	18
Hancock	East	0	0	0	6	0
Hawkins	East	0	0	0	41	8
Jefferson	East	4	0	3	55	6
Johnson	East	10	0	4	471	4
Knox	East	43	98	32	692	151
Loudon	East	0	0	0	20	3
McMinn	East	0	0	1	38	10
Meigs	East	0	0	0	7	0
Monroe	East	2	0	1	36	7
Morgan	East	14	0	8	447	3
Pickett	East	3	0	2	7	3
Polk	East	3	0	3	12	6
Rhea	East	0	0	0	25	7
Roane	East	0	11	0	37	6
Scott	East	0	0	0	25	5
Sevier	East	0	0	1	41	10
Sullivan	East	8	2	5	150	37
Unicoi	East	0	0	0	15	4
Union	East	5	0	3	13	2
Washington	East	10	21	8	242	42
Bedford	Middle	4	0	0	54	9
Cannon	Middle	0	0	0	7	0
Cheatham	Middle	1	0	0	10	1
Clay	Middle	0	0	0	6	1
Coffee	Middle	12	13	6	97	19
Davidson	Middle	752	431	1,081	7,072	2,976
Deklab	Middle	3	0	1	21	7
Dickson	Middle	7	0	5	54	14
Franklin	Middle	3	1	3	33	7
Giles	Middle	1	0	1	22	5
Grundy	Middle	2	0	2	18	1
Hamilton	Middle	25	74	26	508	114
Hickman	Middle	9	0	4	325	0
Houston	Middle	0	0	0	7	1
Humphreys	Middle	1	10	0	15	6

County	Location	TOPS	TDOT STARS	STARS	Time & Attndnc	Labor Tmsht
Jackson	Middle	0	0	0	9	2
Lawrence	Middle	5	10	2	54	22
Lewis	Middle	0	0	0	14	3
Lincoln	Middle	0	0	0	27	4
Macon	Middle	0	0	0	12	0
Marion	Middle	1	0	1	30	9
Marshall	Middle	5	10	2	22	11
Maury	Middle	3	4	10	174	35
Montgomery	Middle	4	8	4	213	25
Moore	Middle	0	0	0	2	0
Overton	Middle	3	5	3	21	4
Putnam	Middle	12	15	14	189	53
Robertson	Middle	0	0	0	44	11
Rutherford	Middle	8	4	10	250	28
Sequatchie	Middle	1	9	1	10	1
Smith	Middle	0	0	0	19	2
Stewart	Middle	0	0	0	5	0
Sumner	Middle	3	9	1	88	8
Trousdale	Middle	0	0	0	4	0
Van Buren	Middle	5	0	3	11	8
Warren	Middle	2	2	2	43	12
Wayne	Middle	8	0	5	169	0
White	Middle	0	0	1	15	4
Williamson	Middle	0	0	0	45	7
Wilson	Middle	5	0	4	49	9
Unknown	Unknown	50	37	34	322	32
Benton	West	2	6	1	24	3
Carroll	West	0	11	0	109	14
Chester	West	2	0	1	15	5
Crockett	West	0	0	0	8	1
Decatur	West	0	0	0	12	0
Dyer	West	2	10	3	75	11
Fayette	West	3	0	3	47	2
Gibson	West	2	3	3	61	20
Hardeman	West	10	0	12	38	17
Hardin	West	7	0	5	35	11
Haywood	West	1	5	0	25	8
Henderson	West	12	0	9	54	14
Henry	West	9	0	5	51	20
Lake	West	18	0	10	631	7
Lauderdale	West	16	0	10	406	8
Madison	West	22	77	21	328	82
McNairy	West	2	12	1	20	2
Obion	West	1	0	3	34	10
Perry	West	2	2	2	6	3
Shelby	West	43	20	35	1,544	166
Tipton	West	0	2	0	41	8
Weakley	West	1	0	5	59	3
Total		**1,271**	**989**	**1,484**	**17,390**	**4,342**

B.4.7   Usage for Key Systems

Listed below, for scoping and sizing estimates, are staff resource counts involved with current legacy systems. More information on these legacy systems can be found in RFP Attachment 6.14, Background on Existing State Administrative Systems. This is a summary of approximate total end users by system, number of ISM support staff (provide application support, custom reporting, application testing, etc.) for each system, and number of programmers devoted to each system.

	Users	ISM	Prgmrs
SEIS/Payroll	339	3	0.5
TIS	781	4	4
TOPS	1400	2	1
POST	921	2	1
SEIS/Personnel	1060	7	1
STARS	1664	3	1
Data Capture	16,231	1	0.5
T-STARS	990	3	9
Data Warehouse	483	2	3

B.5   State Resources to be Provided

B.5.1   Facilities and equipment to be provided by State

All Edison Project staff will be located in Nashville, Tennessee at a State-provided facility. Contractor may assume that the State will provide adequate office space, network connections, Internet access, telephone access and copier access for the implementation project team. If any staff from the Contractor's team require special accommodations for a handicap or work limitation, please note that in the staffing response. The Contractor must provide administrative support to its project team, including:

♦ Personal computer hardware, Microsoft Office suite software, and any specialized software required as part of the proposed solution and in accordance with State standards (see RFP Attachment 6.11, Section 6.11.1);

♦ Long distance telephone call charges;

♦ Parking charges; and,

♦ Any required clerical support for Contractor project team members.

Programming and other software development activities required for the proposed software to meet the baseline functional and technical requirements will be performed at the State project facility in Nashville. Any costs associated with modifying the software to meet baseline requirements must be included in the Cost Proposal.

B.5.2   Training Environment to be Provided by State

The Contractor should assume that the State will provide appropriate training facilities for project team, technical team, end user and executive training. Project team and technical team training may occur at a site other than a State facility. The Contractor shall not include any facility costs associated with training end users and/or executives.

B.5.3   Personnel and Support Services to be Provided by State

Unless otherwise agreed by the State and Contractor, all project work staff will normally be available on-site for project work from 8 am to 5 pm Monday through Friday. The State and Contractor both recognize that there will likely be times during the project implementation when overtime will be required.

The State anticipates providing the following State resources for the project. The State is making a considerable investment in this new administrative systems project, and expects the Contractor's full support in preparing the State to operate and maintain the system with State personnel exclusively by the conclusion of the Contractor's engagement. To that end, the State is assigning sufficient State staff to the project to both implement the system and to provide functional and technical leadership at State agencies when the systems are in production. As stated in RFP Attachment 6.12, the State is looking for the Contractor to provide a comprehensive plan for knowledge transfer and mentoring by Contractor staff throughout the project, not just at system deployment.

In the event any listed resources are unavailable or become unavailable during the term of the contract, the State will reasonably cooperate with the Contractor to determine an equitable re-apportionment of duties.

The State's resources for the Edison Project are summarized on the following project organization chart. In this summarized chart, the major project roles are shown, and the expected number of State staff who will be assigned in those roles are detailed. The Contractor may expect that some of the State staff assigned to the project will be experienced subject matter experts, and some will be junior staff, either relatively new to this area or new to State employment.
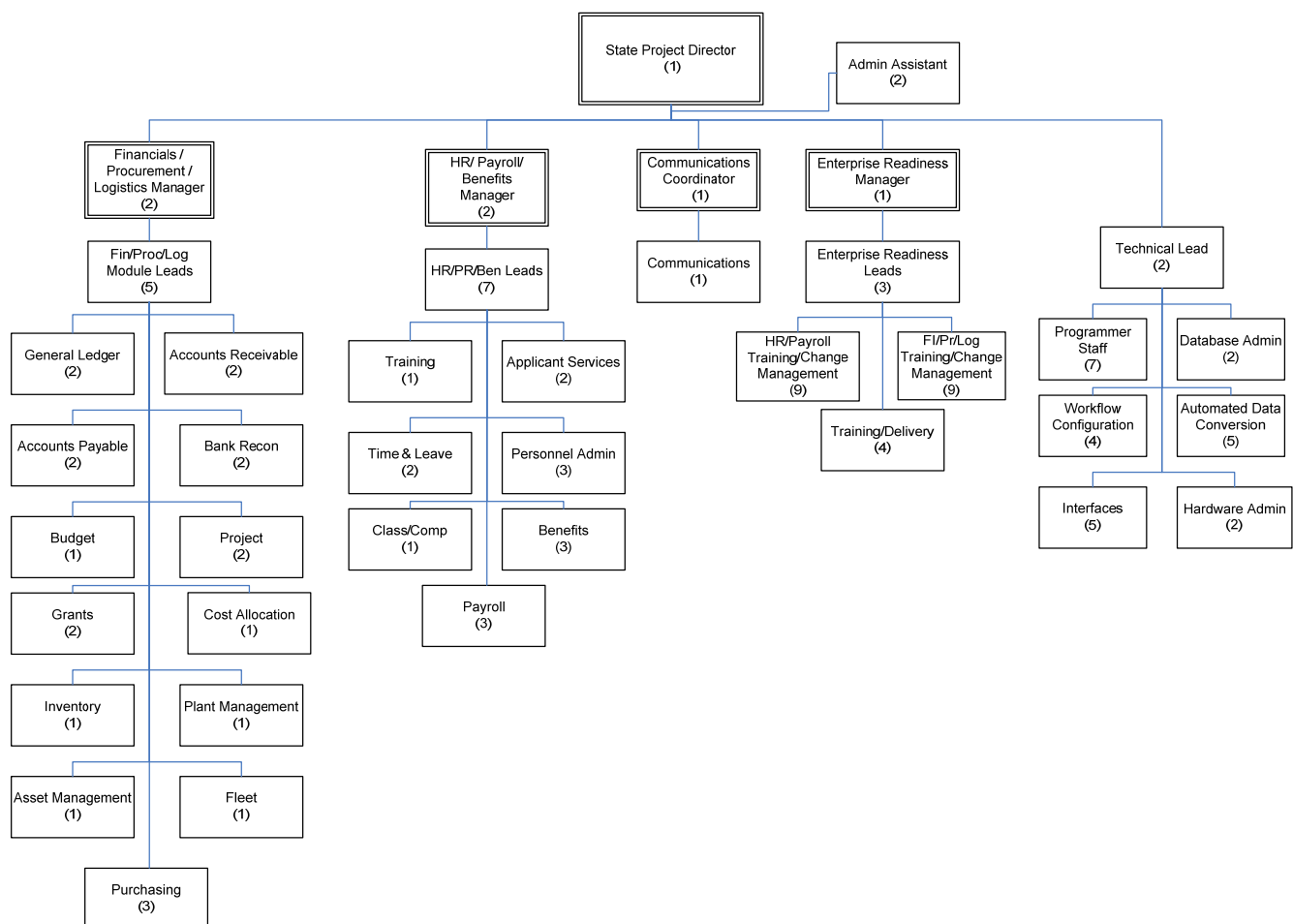
As directed in RFP Attachment 6.3, Section B.10, the Contractor's response to that section includes the development of a new project organization chart, based on the chart above but with the addition of the Contractor's staff. Recognizing that not all Contractor (or State) staff will be assigned to the project from project initiation through the end of the post-implementation period, the chart shall reflect all Contractor staff who will serve on the project, regardless of their duration of service on the project.

Contractor Project Team

B.5.4 State Requirements for Roles Filled by Contractor Staff

Listed below are the levels of responsibility and associated levels of experience that the State requires for staff assigned to the project by the Contractor.

B.5.4.1 Project Manager

♦ Daily Management
  • Manages the project activities of the functional and technical teams
  • Provides leadership and guidance to manager and lead consultants
  • Ensures consistency between engagement objectives and project plan
  • Supervises knowledge transfer between consultants and State of Tennessee personnel
  • Provides insights into implementing the Edison system and transforming the State's business practices
♦ Resourcing
  • Obtains appropriate resources as needed to staff the project
  • Allocates and deploys implementation team resources as required
♦ Issue and Risk Management
  • Assists with managing overall project risk
  • Supports issue resolution
♦ Communications
  • Serves as a liaison to the Steering Committee and other oversight entities
  • Reports overall project status
♦ Required Knowledge/Skills
  • Exhibits management skills
  • Exhibits ERP system skills
  • Applies strong leadership, communication, and listening skills
  • Capably manages people in stressful situations
  • Maintains integration between functional, technical and support teams
  • Acts as both a leader and a coach to project team members
♦ Experience
  • 10 years experience implementing software systems
  • 5 years experience implementing the proposed software package
  • 3 years experience as a project manager implementing the proposed software package in the public sector

B.5.4.2 Deputy Project Manager

♦ Daily Management
  • Assists with the management of the functional and technical team's project activities
  • Assists with reporting overall project status
  • Assists with the maintenance of the project plan
  • Supervises knowledge transfer between consultants and Tennessee personnel
  • Provides insights into implementing the Edison system and transforming the State's business practices
♦ Resourcing
  • Allocates and deploys implementation team resources as required
♦ Issue and Risk Management
  • Assists with managing overall project risk
  • Supports issue resolution
♦ Required Knowledge/Skills
  • Exhibits management skills
  • Exhibits ERP system skills
  • Applies strong leadership, communication, and listening skills
  • Capably manages people in stressful situations
  • Maintains integration between functional, technical and support teams

- Acts as both a leader and a coach to project team members
- ♦ Experience
  - 8 years experience implementing software systems
  - 4 years experience implementing the proposed software package
  - 3 years experience as a project manager implementing the proposed software package in the public sector

B.5.4.3 Configuration Manager

- ♦ Management
  - Reports to Project Leadership
  - Manages day-to-day team activities of the Finance, Logistics, Procurement, Human Resources or Payroll teams
  - Provides team leadership and guidance
  - Ensures knowledge transfer between consultants and Tennessee personnel
  - Directs consultant resources
- ♦ Functional Activities
  - Provides ERP application knowledge
  - Assists with technical specifications
  - Supports interface and conversion activities
- ♦ Issue and Risk Management
  - Assists in identifying and resolving issues
- ♦ Required Knowledge/Skills
  - Exhibits management skills
  - Exhibits ERP system skills
  - Applies strong leadership, communication, and listening skills
  - Capably manages people in stressful situations
  - Maintains integration between other functional and support teams
  - Acts as both a leader and a coach within the functional teams as appropriate
- ♦ Experience
  - 8 years experience implementing software systems
  - 5 years experience implementing the proposed software package
  - 3 years experience as a lead consultant implementing the proposed software package in the public sector

B.5.4.4 Configuration Lead

- ♦ Management
  - Supports the lead consultant in managing the day-to-day team activities
  - Provides functional area leadership and guidance
  - Provides knowledge transfer between consultants and Tennessee personnel
  - Directs functional area consultant and state resources, in coordination with the State lead.
- ♦ Functional Activities
  - Provides ERP application knowledge
  - Assists with technical specifications
  - Supports interface and conversion activities
  - Leads functional area configuration and implementation efforts
- ♦ Issue and Risk Management
  - Assists in identifying and resolving issues
- ♦ Required Knowledge/Skills
  - Exhibits management skills
  - Exhibits ERP system skills
  - Applies strong leadership, communication, and listening skills
  - Capably manages people in stressful situations
  - Maintains integration between other functional and support teams
  - Acts as both a leader and a coach within the functional teams as appropriate
- ♦ Experience

- 7 years experience implementing software systems
- 4 years experience implementing the proposed software package
- 3 years experience as a senior consultant implementing the proposed software package in the public sector

B.5.4.5 Configuration Consultant

♦ Functional Activities
- Maps requirements to the system and configures the system to meet those requirements
- Provides recommendations on best practices, and engages in knowledge transfer to the team
- Assists team members in the completion of specific deliverables related to Edison design and configuration
- Carries out ongoing knowledge transfer activities
- Provides facilitation and team building support within the process team
- Acts as an effective link between the functional team, the technical team, the training team, and the change management team
- Tracks and validates the realization of benefits throughout the project
- Provides post-implementation support
♦ Required Knowledge/Skills
- Demonstrates presentation, oral, and written communication skills
- Possesses strong organizational skills
- Makes timely decisions
- Manages activities proactively
- Provides significant ERP implementation experience
- Demonstrates knowledge of the implementation methodology
- Possesses knowledge of one or more ERP modules for which they are responsible
♦ Experience
- 5 years experience implementing software systems
- 3 years experience implementing the proposed software package
- 2 years experience as a consultant implementing the proposed software package in the public sector

B.5.4.6 Technical Manager

♦ Management
- Manages the completion of technical project deliverables and is responsible for the overall system technical architecture
- Work with the Project Managers to complete the technical requirements planning, and manage the technical scope and resources schedule
- Participates in the development of detailed team workplan
- Provides facilitation and team building support within the project team
- Assists team members in the completion of specific deliverables related to the Edison technical environment
- Carries out ongoing knowledge transfer activities
♦ Technical Activities
- Applies knowledge, experience, and expertise in technology
- Assists with technology infrastructure, including:
  - Selection
  - Sizing and acquisition of hardware
  - Installing, configuring, testing, tuning and supporting the software package
  - Establishing technical procedures and standards
♦ Support
- Acts as an effective link between the technical, change, training and functional teams
- Works with functional teams for appropriate coordination in design, development, and testing of programs
- Responsible for software development and data implementation including: interfaces, data

conversions, and reports
♦ Required Knowledge/Skills
- Demonstrates presentation, oral, and written communication skills
- Possesses strong organizational skills
- Makes timely decisions
- Manages activities proactively
- Provides significant ERP implementation experience
- Demonstrates knowledge of the implementation methodology
- Possesses knowledge of one or more of the proposed development tools
♦ Experience
- 8 years experience implementing software systems
- 5 years experience implementing the proposed software package as a lead programmer/technical manager

B.5.4.7 Technical Lead

♦ Management
- Creates development and naming standards for forms and reports
- Mentors other programmers and members of the development team
- Assists other programmers and team members with resolving technical issues
♦ Development
- Creates technical specifications for programs
- Develops/tests conversion programs, interfaces, custom reports, and enhancements
- Follows development and naming standards for forms and reports
- Creates technical documentation for all development efforts
- Has strong analytical skills
- Works well in diversified teams
♦ Required Knowledge/Skills
- Demonstrates presentation, oral, and written communication skills
- Possesses strong organizational skills
- Makes timely decisions
- Manages activities proactively
- Provides significant ERP implementation experience
- Demonstrates knowledge of the implementation methodology
- Possesses knowledge of one or more of the proposed development tools
♦ Experience
- 5 years experience developing programs using the proposed software language

B.5.4.8 Technical Consultant

♦ Development
- Creates technical specifications for programs
- Develops/tests conversion programs, interfaces, custom reports, and enhancements
- Follows development and naming standards for forms and reports
- Creates technical documentation for all development efforts
- Has strong analytical skills
- Works well in diversified teams
♦ Required Knowledge/Skills
- Demonstrates written communication skills
- Possesses strong organizational skills
- Makes timely decisions
- Provides ERP implementation experience
- Demonstrates knowledge of the implementation methodology
- Possesses knowledge of one or more of the proposed development tools
♦ Experience
- 3 years experience developing programs using the proposed software development tools

B.5.4.9 Training/Change Management Manager

♦ Management
  • Directs consulting team resources
  • Develops and implements organizational change management plan, including: sponsorship, communication, user involvement, and transition management
  • Identifies and leads extended team of "change agents" representing the agencies
♦ Training/Change Management
  • Demonstrates excellent presentation, oral, and written communication skills
  • Possesses strong organizational skills
  • Makes timely decisions
  • Manages activities proactively
  • Establishes working relationships with multiple agencies
  • Works effectively with all levels of the organization, ranging from executive members to user community
  • Works with process design teams to develop new job designs, organizational models and performance measures
  • Demonstrates strong communication skills
  • Views "big picture" of the project goals and vision, while performing detailed tasks
  • Possesses strong time management skills and multi-tasking capabilities
  • Develops materials for business concept training as well as system training
  • Ensures timely and accurate reviews of training materials
  • Holds train-the-trainer classes
♦ Required Knowledge/Skills
  • Demonstrates presentation, oral, and written communication skills
  • Possesses strong organizational skills
  • Makes timely decisions
  • Manages activities proactively
  • Provides significant ERP implementation experience
  • Demonstrates knowledge of the implementation methodology
♦ Experience
  • 3 years experience as a change/management training lead
  • 5 years experience as a change management/training consultant
  • 3 years experience as a change management/training consultant on projects where the proposed package has been implemented.

B.5.4.10   Training Consultant

♦ Management Activities:
  • Supports the team lead in managing the day-to-day activities of the team
♦ Training/Change Management
  • Assists in development of process change, communication, and training deliverables
  • Identifies and resolves issues
  • Conducts train-the-trainer classes
  • Supplies experience in development of training materials, or process change and communications activities
  • Possesses good analytical skills
  • Demonstrates presentation, oral, and written communication skills
  • Possesses strong organizational skills
  • Makes timely decisions
  • Manages activities proactively
  • Provides implementation experience
  • Demonstrates knowledge of the implementation methodology and other tools
♦ Required Knowledge/Skills
  • Demonstrates excellent presentation, oral, and written communication skills
  • Possesses strong organizational skills
  • Makes timely decisions

- Manages activities proactively
- Provides ERP implementation experience
- Demonstrates knowledge of the implementation methodology
  - ◆ Experience
    - 3 years experience as a training consultant
    - 1 year experience as a training consultant on projects where the proposed package has been implemented.

B.5.5   Software Vendor Consultant Hours

As part of the staffing for the project team, the State requires the Contractor to include at least three (3) FTEs of consultant time from the primary software vendor. The Contractor staffing plan shall include at least one consultant from the primary software vendor in the HR/Payroll business area, one consultant in the Financials/Procurement/Logistics business area and one in the Technical area. Contractor may place these consultants in the project organization chart at its discretion.

B.6   Implementation and Project Assumptions

This section sets out the assumptions on which the project scope is based, and describes ways in which the assumptions are expected to be used as a tool for project management, scope management and change control.

The assumptions are as follows:

1. As shown Section B.5.3 above, the State is providing a significant number of full-time State resources to the Project, and expects to be working side-by-side with the Contractor staff throughout the implementation.

2. The plan assumes a post-implementation support period of no more than 6 months following the HR/Payroll production date, and no more than 3 months following the final wave of the Financial/ Procurement/ Logistics production date. By the end of this post-implementation support period, Contractor's knowledge transfer procedures will have adequately prepared State resources to operate and maintain the system on a normal basis. Additionally, the State expects up to 3 months of on-site support at the first calendar year-end, and 3 months of on-site support at the first fiscal year-end.

3. All rates and fees quoted by the Contractor in response to this RFP, including the project fixed-fee cost and hourly rates for project change orders, must include all travel, lodging, meals and similar expenses for the Contractor's staff.

4. Work considered to be outside the scope of the quoted Total Project Cost presented in RFP Attachment 6.5, Cost Proposal, may be contracted by the State with the Contractor on an hourly basis based upon the fees quoted in the Cost Proposal for Change Order Rates.

5. As stated in Section B.6.2 above, at least three consultant FTE of the total delivered Contractor staff for the project must be consultants of the primary software vendor.

6. All work under this contract will be performed at the specified State work site unless the State grants prior written approval.

7. Any required upgrades to the statewide hardware environment and networking infrastructure are the responsibility of the State.

8. The State will be responsible for providing updates and fixes to any State-provided State-standard software, including operating system and database management software. The Contractor will certify the Edison system for operation with the State-applied updates and fixes.

9. Since the HR/Payroll functions are scheduled to go into production six months prior to the Financial/ Procurement/ Logistics functions, the Contractor will be required to create temporary interfaces from the HR/Payroll modules of Edison to the State's legacy systems as needed. Also, depending on the schedule

of deployment for Financial/ Procurement/ Logistics functions, the deployment waves for this stage could create the need for temporary interfaces from legacy systems to Edison.

10. It is anticipated that the legacy Budget System will be used to produce appropriation budget transactions to be loaded in the new system for the initial biennium.

11. The State desires to minimize software modifications to the maximum extent possible. The Contractor will recommend procedural changes to the State where possible in lieu of software modifications. The State is willing to change business processes to the greatest extent possible for areas where the packaged software does not conform to the way the State conducts business.

12. It is assumed that a full-time equivalent number of hours per year is 2,016 and the FTE for a month is 168.

13. Contractor will be responsible for applying any needed patches/fixes to the applications during the implementation period and until the end of post-implementation support for each module.

14. Help desk support to end users will be provided primarily by State personnel, with Contractor staff providing support to the help desk through the end of the post-implementation support period.

15. State will implement the current generally available version of the Vendor software that is available one month after the System Design is completed. It is assumed that the State will not upgrade to a new release or version during the implementation.

16. During the System Design stage, the final version of the Contractor's response to the Functional Requirements Matrix will be used as a guide to help design the State's new business processes. Once approved, the System Design will be the final scope document for configuration and implementation purposes.

17. During conversion, reconciliation of data (i.e., "data cleansing") will be done by State personnel prior to the data conversion into the Edison system. Contractor will be responsible for supervision of these data cleansing activities by the State. State will be responsible for the entry and reconciliation of data that will be input manually.

18. The State will perform all manual conversion processes. Manual conversions will be identified during Stage 2: Analysis/Design and they can be classified as "manual" when the volume is too low to justify the cost of developing an automated conversion program. For example, for areas that have low volumes of data (e.g. open requisitions), the State would develop a manual procedure and have personnel manually enter this information into proposed Edison system.

19. All training materials will be developed in English, and a single master of the training materials (electronic and paper) will be provided to the State. The State will be responsible for all further reproduction of the end user training materials for its internal needs

20. It is assumed that Contractor and State will resolve all potential issues affecting the implementation schedule at the lowest level possible (see issue resolution process above, Section B.3.4). All project issues will be documented on an issues log and will be reported in project management status reports. All policy decisions and project issues requiring resolution will be resolved by the Steering Committee and/or Project Sponsors and the Project Management team (both Contractor and State) in a timely manner in order to keep the project on track.

21. All Project team members will refer any and all media contacts to the State Project Director in order to ensure accuracy of response.

22. As stated in the State's technical standards, current Microsoft Office products will be standard for the project and will be used by all team members in the creation of deliverables for the project. Microsoft Visio will be used for process maps and other graphics documents; Microsoft Project will be the standard for Project plans.

23. Appropriate environments will be established as specified in RFP Attachment 6.1, *Pro Forma* Integrator Contract, Section A.21.a.7.

24. The State will correct faults and outages in any component of the hardware or network environments or other equipment, software and materials made available by State to the Project Team in a manner that will not impact the Project schedule.

Contract Attachment C – Acceptable Use Policy

STATE OF TENNESSEE

Acceptable Use Policy
Network Access Rights and Obligations

Purpose:

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.

Reference:

Tennessee Code Annotated, Section 4-3-5501, et seq., effective May 10, 1994.
Tennessee Code Annotated, Section 10-7-512, effective July 1, 2000.
Tennessee Code Annotated, Section 10-7-504, effective July 1, 2001.
State of Tennessee Security Policies.

Objectives:

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

Scope:

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and/or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.

Use and Prohibitions:

A. Network Resources

State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

Prohibitions
- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.

- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

B. Email

Email and calendar functions are provided to expedite and improve communications among network users.

Prohibitions
- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient, or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

"Public record(s)" or "state record(s)" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

C. Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.

Prohibitions
- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

Statement of Enforcement
Noncompliance with this policy may result in the following immediate actions.
1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

STATE OF TENNESSEE

Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

Privacy Expectations

The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.

I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

_____   _____
Type or Print Name   Last 4 digits of Social Security Number

_____   _____
Signature   Date

Contract Attachment D – HIPAA Business Associate Agreement

HIPAA BUSINESS ASSOCIATE AGREEMENT
COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between The State of Tennessee, Department of Finance and Administration (hereinafter "Covered Entity") and _____ (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts"

> Contract Awarded Pursuant to RFP #317.03-134

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

1.1   Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

1.2   "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.3   "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4   "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5   "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.6   "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.7   "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.8   "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.9   "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

1.10   "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2.   OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1   Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2   Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

2.3   Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.4   Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5   Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement

2.6   If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.

2.7   If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.

2.8   Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.9   Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

2.10   Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

2.11   Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.12   Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity

2.13   If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.14   Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3   OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1   Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2   Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.

3.3   Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the

agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4   Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5   Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6   Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4.   PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1   Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2   Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3   Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.

4.4   Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).

4.5   Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

5.   OBLIGATIONS OF COVERED ENTITY

5.1   Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.

5.2   Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.

5.3   Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1   Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1   Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.

7.2   Termination for Cause.

7.2.1.   This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2.   Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1.   provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2.   if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3.   If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3.   Effect of Termination.

7.3.1.   Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2.   In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1   Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2   Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the

Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3   Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.4   Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5   Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY: BUSINESS ASSOCIATE:
    Stephanie Richardson
    ERP Project Director   **BUSINESS ASSOCIATE NAME**
    Department of Finance and Administration   **NAME AND TITLE**
    Enterprise Resource Planning Division   **ADDRESS**
    162 3rd Ave. North, 3rd floor   Telephone: **NUMBER**
    Nashville, TN 37243   Fax: **NUMBER**
    Phone: (615) 253-2725
    Fax: (615) 253-2980

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6   Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.7   Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9   Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,

_____
                                                                    Date:

Date:

Contract Attachment E – *Tennessee Information Resources Architecture*

This is a placeholder for the *Tennessee Information Resources Architecture*, which will be inserted at contract execution.

Contract Attachment F – *Spatial Data Architecture for the State of Tennessee*

This is a placeholder for the *Spatial Data Architecture for the State of Tennessee*, which will be inserted at contract execution.

Contract Attachment G – *Automated Clearing House (ACH) Credits*

BIDDER APPLICATION
PAGE 9

**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number   _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) *(select type of account)* _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.
****

Do you currently receive payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? _____ (Yes or No). If yes, please specify the account that should be changed: ABA No. _____ Account No. _____.
Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

_____

_____

_____
****
Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____
****
DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____
(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

_____

_____

_____

_____

Contact name: _____

Telephone no.:   _____

FA-0825(Rev. 4/96)

| FOR STATE USE ONLY: |
| Contact Agency: _____ |
| Contact Person: _____ |
| Telephone No.:   _____ |

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:	
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Integrator Contract Scope of Services, and its associated attachments, for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Integrator Contract.

2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.

3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

4) The Proposers shall comply with:

    a) the laws of the State of Tennessee;

    b) Title VI of the federal Civil Rights Act of 1964;

    c) Title IX of the federal Education Amendments Act of 1972;

    d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

    e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;

    f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

    g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

PRINTED NAME:		**DATE:**	
SIGNATURE & TITLE:			
	Signature		Title

SOFTWARE PROVIDER STATEMENT OF CERTIFICATIONS AND ASSURANCES

<u>Each</u> Software Provider of non-State standard software proposed in the RFP must complete and sign this Statement. (Form may be duplicated as necessary.) It must be signed, in the space below, by an individual empowered to bind the Software Provider to any Software License awarded pursuant to the RFP. If said individual is not the Software Provider's chief executive, this document shall attach evidence showing the individual's authority to bind the Software Provider.

SOFTWARE PROVIDER LEGAL ENTITY NAME:	
SOFTWARE PROVIDER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Software Provider does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

5) This statement constitutes a commitment and confirmation that the Software Provider shall accept terms and conditions substantially similar to those set out in RFP Attachment 6.19, Software License.

6) The Software Provider shall comply with:

   a) the laws of the State of Tennessee;

   b) Title VI of the federal Civil Rights Act of 1964;

   c) Title IX of the federal Education Amendments Act of 1972;

   d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

   e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;

   f) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Software Provider in connection with the Procurement under this RFP.

PRINTED NAME:		**DATE:**	
SIGNATURE & TITLE:	Signature		Title

ATTACHMENT 6.3

<table>
<tr>
<td colspan="4">TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A</td>
</tr>
<tr>
<td>PROPOSER NAME:</td>
<td colspan="3"></td>
</tr>
<tr>
<td>RFP COORDINATOR NAME:</td>
<td></td>
<td>DATE:</td>
<td></td>
</tr>
<tr>
<td>RFP COORDINATOR SIGNATURE:</td>
<td colspan="3"></td>
</tr>
</table>

SECTION A — MANDATORY REQUIREMENTS

The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:

- Proposal received on or before the Proposal Deadline.

- Technical Proposal copies and Cost Proposal packaged separately.

- Technical Proposal contains NO cost data.

- Proposer did NOT submit alternate proposals.

- Proposer did NOT submit multiple proposals in a different form.

- Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.

The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.

NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.

<table>
<tr>
<th rowspan="2">Proposal Page # (to be completed by Proposer)</th>
<th rowspan="2" colspan="2">Mandatory Requirement Items</th>
<th>State Use ONLY</th>
</tr>
<tr>
<th>Pass/Fail</th>
</tr>
<tr>
<td></td>
<td>A.1</td>
<td>Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.

Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A.2</td>
<td>Provide the following by the Proposer as documentation of financial responsibility and stability.

- a current signed and dated written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing

- a complete print-out of the most recent Dun & Bradstreet (D&B) Business Information Report™ for the Proposer, dated no earlier than July 31, 2005. (Submission of the D&B</td>
<td></td>
</tr>
</table>

Proposal Page # (to be completed by Proposer)		Mandatory Requirement Items	State Use ONLY
			Pass/Fail
		Number without the full report is insufficient.) If the Proposer is not registered with D&B, then Proposer may submit three current written, positive credit references, in the form of signed and dated standard business letters, from vendors with which the proposer has done business. ▪ copies of completed annual financial reports for the last two (2) fiscal years ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of $1,000,000	
	A.3	Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict. ***Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.***	
	A.4	Provide evidence that the Proposer has completed, as the primary provider of implementation services, an implementation of an ERP system (including integrated financial management and human resources / payroll functionality) for a state or local government in the U.S. with total expenditures (including state and federal appropriations) of $12 billion or more and at least 25,000 employees. Please refer to RFP Attachment 6.3, Section B.14, for reference information for budget and employees. As evidence of meeting this requirement, Proposer will complete a table listing all clients of the Proposer that meet the above criteria, with the name of the entity, budget, number of employees, the dates of the engagement, services provided by the Proposer, the engagement status as of RFP submission (complete, in progress, etc.), the products implemented and the modules/ functionality within those products that were deployed. At least one of the projects listed in this section must be one of the references for the <u>Proposer</u> in Section B.14.	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	A.5 Provide evidence that the proposed version of the ERP Software (including integrated financial management, procurement and human resources / payroll functionality) from the primary software vendor is currently in production in a public sector environment which includes, for the ERP software, a city, county or state government or a public or private higher education institution. Please refer to RFP Attachment 6.3, Section B.14, for reference information for budget and employees. As evidence of meeting this requirement, Proposer will complete a table listing all clients of the software vendor that meet the above criteria, with the name of the entity, budget, number of employees, the products implemented, the modules/ functionality within those products that were deployed with their respective production dates. At least one of the sites listed in this section must be one of the references for the Primary Software Vendor in Section B.14.	
	The following four (4) Questions (Sections A.6, A.7, A.8, and A.9) will be assessed during the initial Technical Proposal process. However, a final PASS/FAIL determination will not be rendered until after the Proposer has submitted the BAFO Technical Proposal, during Round 2.	
	A.6 RFP Attachment 6.11, State Technical and Architectural Requirements, Section 3.1, Mandatory Software, Hardware and Communication Standards: The Proposal must indicate the vendor's environment selection from the mandatory environment alternatives (RFP Attachment 6.11, Sections 6.11.3.1.1 or 6.11.3.1.2 or 6.11.3.1.3) and the vendor's agreement to utilize the mandatory environment and mandatory components to deliver the services of this RFP.	
	A.7 RFP Attachment 6.11, State Technical and Architectural Requirements, 6.11.3.2 Mandatory Technical and Architectural Procedures: For each of the procedures, the Proposal must indicate how the proposed solution adheres to the procedure. If a vendor deems a procedure not applicable to the proposed solution, the Proposal must indicate why. 6.11.3.2.1: Remote Servers 6.11.3.2.2: Administrative Restrictions 6.11.3.2.3: N-Tier Deployment 6.11.3.2.4: Web Accessible	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items		State Use ONLY
			Pass/Fail
	A.8	RFP Attachment 6.11, State Technical and Architectural Requirements, 6.11.6 Exception Request to State Standards: The Proposal must indicate if the solution utilizes <u>all</u> State standard software and hardware products, non-State standard products approved prior to submission of the Proposal, or non-State standard products <u>not</u> approved prior to submission of the Proposal. If the solution utilizes <u>all</u> State standard software, <u>no additional response is needed</u>. If the solution utilizes non-State standard product(s) for which exception request(s) <u>were submitted</u> to the State as Written Question(s) by any vendor, <u>no additional response is needed</u>. If the exception request for the non-standard product was approved, the Proposal will not be disqualified for utilizing the product (see RFP Attachment 6.11.6, item a.). If the exception request was not approved, the Proposal <u>may</u> be disqualified for utilizing the product (see RFP Attachment 6.11.6, item b.). If the solution utilizes non-State standard products for which an exception request was not submitted to the State as a Written Question, the Proposal must include <u>one</u> of the following (see RFP Attachment 6.11.6, item c): 1. a statement confirming that the vendor will replace the non-State standard product with an equivalent State standard product, prior to implementation, with no increase in proposed cost. If the vendor does not agree to do this, the Proposal will be disqualified. <u>Or:</u> 2. a statement that there is no equivalent State standard product, along with the supporting documentation required by RFP Section 6.11.6.2 for the product. In this case, the State reserves the right to consider the proposed software on a case-by-case basis. The decision to allow or disallow such software shall be at the State's sole discretion; if the State decides to disallow the software, the State may disqualify the Proposal.	
	A.9	For each Software Provider providing non-Standard software for use in the ERP System--including the Integrator, if the Integrator is providing software--provide a *Software Provider Statement of Certifications and Assurances* (detailed in RFP Attachment 6.2.b) completed and signed, in the space provided, by an individual empowered to bind the Software Provider to the provisions of any Software License awarded pursuant to the RFP. ***Each Software Provider <u>must</u> sign the Software Provider Statement of Certifications and Assurances without exception or qualification.***	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B	
PROPOSER NAME:	
EVALUATOR NAME:	**DATE:**
EVALUATOR SIGNATURE:	

SECTION B — QUALIFICATIONS & EXPERIENCE	

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
	B.1-A	Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.1-B	Describe the primary <u>software</u> vendor's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.1-C	Detail the name, mailing address, email address, fax number and telephone number of the person the State should contact regarding the proposal. There must be one primary contact for the proposal.
	B.2-A	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years, and if so, an explanation providing relevant details.
	B.2-B	Provide a statement of whether there have been any mergers, acquisitions, or sales of the primary <u>software</u> vendor's company within the last ten years, and if so, an explanation providing relevant details.
	B.3	Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors proposed to work on this engagement have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.
	B.4-A	Provide a statement of whether there is any material pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.4-B	Provide a statement of whether there is any material pending litigation against the primary <u>software</u> vendor; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the prime software vendor's performance in a contract under this RFP.
	B.5-A	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.5-B	Provide a statement of whether, in the last ten years, the primary <u>software</u> vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
		assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6-A	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.6-B	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the primary software vendor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the vendor's performance in a contract under this RFP.
	B.7-A	Provide a brief, descriptive statement (no more than five pages) indicating the Proposer's credentials to deliver the services sought under this RFP. Describe experience with similar projects for statewide and large local government enterprise-wide projects.
	B.7-B	Provide a brief, descriptive statement (no more than five pages) indicating the primary software vendor's credentials to provide the products sought under this RFP. Describe experience with similar projects for statewide and large local government enterprise-wide projects.
	B.8	Briefly describe (no more than one page) how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9	Briefly describe (no more than one page) the Proposer's organization's number of employees, client base, and location of offices.
	B.10	Provide a narrative description of the recommended project organization. Refer to the model Project Organization Chart shown in Contract Attachment B, ERP Scoping Information, Section B.5.3, and present an updated proposed organization chart for the implementation team, showing the Proposer's recommended project organization and including all of the recommended Proposer and State roles. Provide a table showing all roles (Proposer, State or subcontractor) proposed for the engagement with a brief description of the responsibilities and the recommended staffing level and expected source (Proposer, State) of personnel for each listed role. In addition to the narrative for this section, Proposer must complete the three schedules supplied in Excel format in RFP Attachment 6.4, the Technical Proposal Supplement. Instructions for completing Schedules 1 and 2, the Staffing Plan spreadsheets, are provided on the first sheet, labeled "Instructions Scheds. 1 & 2", in the file "RFP-317 03-134 Att 6.4 Technical Proposal Supplement.xls". The staffing plan includes two schedules: (Schedule 1) a schedule of staff project hours by role, by month for the HR/Payroll implementation, and (Schedule 2) a schedule of staff project hours by role, by month for the Financials/ Procurement/ Logistics implementation. Additionally, Proposer must complete Schedule 3, "Conversions and Interfaces" in this same Excel workbook. Instructions for completing this schedule are on a worksheet titled, "Instructions Sched 3." Note that these schedules are requesting estimates in number of hours only. Do not include any cost or pricing information on these schedules. There are similar schedules as part of the Cost Proposal that price the information shown here. The three Excel schedules must be included in the Proposer's printed response for

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
		this section in addition to the narrative. Also, the Proposer must submit an electronic version of these schedules in Excel format as required in Section 3.3.4. Do not submit these schedules electronically in Acrobat (PDF) format.
	B.11	Provide a roster and resumes of <u>key</u> personnel who shall be assigned by the Proposer to perform duties or services under the contract, including any key staff from subcontractors. The following eleven Proposer roles will be considered key personnel for this project:

         ♦   Project Manager;

         ♦   Deputy Project Manager;

         ♦   Payroll/HR Configuration Manager;

         ♦   Financial/Procurement Configuration Manager;

         ♦   Technical Manager;

         ♦   Two Configuration Leads under the Payroll/HR Configuration Manager;

         ♦   Two Configuration Leads under the Financial Procurement Configuration Manager;

         ♦   One Technical Lead under the Technical Manager; and,

         ♦   One Training/Change Management Manager in the Enterprise Readiness area.

The State expects that all of these key personnel will be dedicated full-time to the project. Note that the eleven roles listed above may be more than ten people, depending on how the Proposer chooses to staff the roles. If, for example, the Proposer recommends two Proposer staff in the Payroll/HR Lead position, one for Payroll and one for HR, then both of those people would be considered key personnel under the contract (and there would be twelve key staff under the contract provisions). Proposer may not propose any one person to fill more than one key position listed above.

Provide in a table format the following information for these key personnel, and for any other Proposer personnel that the Proposer wishes to present as part of its response:

         ♦   Name;

         ♦   Title;

         ♦   Role (specific work to be performed);

         ♦   Brief description (75 words or less) of qualifications and relevant experience that makes the proposed individual suitable for his/her designated role on this project;

         ♦   Estimated number of hours by State fiscal year under the contract; and,,

         ♦   The individual's employment status (employee, contractor, etc.) and tenure with proposing firm.

In addition, provide detailed professional resumes for all staff members presented above.

All Proposer personnel assigned to this project will be subject to the States' approval, including those submitted as part of the proposal. Upon their approval by the State, the State and the Proposer will agree to designate as key personnel the specific members of the project team who in the roles listed above. Specific

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	conditions and requirements will apply to key personnel as stated in Section A.14.b of RFP Attachment 6.1, *Pro Forma* Integrator Contract.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors (the State considers the Primary Software Vendor a subcontractor, and therefore the Primary Software Vendor will be included here), and provide the following information in a table format: ♦ A concise list of all vendors participating in the proposal response, with designation of which vendor is the Prime Vendor (i.e., the Proposer) and which is the Primary Software Vendor; ♦ Brief description of the role that the vendor has in the proposed solution; ♦ Estimated percentage value of the total contract that this vendor represents (<u>do not provide any dollar amounts,</u> only percentage estimates); and ♦ Contact information for each vendor, including name of principal contact(s) for that vendor, address, phone number, fax number and email address. Also, this section must include a letter of authorization from each subcontractor on the subcontractors' business letterhead and addressed to the Prime Vendor, attesting to the fact that the subcontractor has read the proposal and will provide the products or services represented therein and authorizing the Prime Vendor to include that subcontractor in the proposal response. The letter must be signed and dated by an official authorized to make binding agreements for the subcontractor. By its inclusion in the response, the Prime Vendor agrees to accept full responsibility for the performance of any subcontractor under this contract, including its products, services and deliverables.

	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:
	
	▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises
	
	▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information
	
	    o contract description and total value
	
	    o contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability)
	
	    o contractor contact and telephone number
	
	▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:
	
	    o participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)
	
	    o descriptions of anticipated contracts
	
	    o names and ownership characteristics (*i.e.*, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability ***Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive experience and qualifications of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.***
	B.14 Provide three customer references for the Proposer, and three customer references for the Primary Software Vendor. At least one of the references for the Primary Software Vendor and at least one for the Proposer must be for an implementation of an ERP system (including integrated financial management, procurement and human resources / payroll functionality) that is in production for a U.S. state, county or city with total annual expenditures of $12 billion or more (capital inclusive) and at least 25,000 employees. Note that the references described in the preceding sentence do not have to be for the version of the ERP software that the vendor is proposing. Additionally, the Proposer must have been the primary provider of implementation services for at least one of the references. Furthermore, at least one of the references for the Primary Software Vendor must be from a public sector environment in which the proposed version of the ERP software (including integrated financial management, procurement and human resources / payroll functionality) is currently in production (see RFP Attachment 6.3, section A, subsection A.5). For the ERP software, "public sector environment" includes a city, county or state government or a public or private higher education institution. It is preferred but not required that the other references be for implementations similar in size and scope to the proposed project with the State of Tennessee. All references must be production systems in operation, not implementations that are still in progress. To verify the expenditures for U.S. states, the State will use as a reference the 2003 State Expenditure Report from the National Association of State Budget Officers (NASBO). Proposers may view the report at the following link: http://www.nasbo.org/Publications/PDFs/2003ExpendReport.pdf Refer to page 15 of that publication, "Table 1 – Total State Expenditures – Capital Inclusive." Use the column marked "Total" under "Actual Fiscal 2003." To verify the number of employees for U.S. states, the State will use as a reference the 2004 Fiscal Survey of States from the same organization. Proposers may view the report at the following link: http://www.nasbo.org/Publications/fiscalsurvey/fsfall2004.pdf Refer to page 38 of that publication, "Table A-6 - Number of Filled Full-Time Equivalent Positions at the End of Fiscal 2003 to Fiscal 2005, in All Funds." Use the column titled, "Fiscal 2003." The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	included the reference check questionnaires to be used, as RFP Attachment 6.16 for the software references and RFP Attachment 6.17 for the services references. **THE PROPOSER MUST USE THESE FORMS, OR EXACT DUPLICATES THEREOF**. The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the original copy of the Proposer's sealed Technical Proposal. To obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly: 1. Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.16 or 6.17. 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed; **3.** Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. **After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer.** The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal. **4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not </u>open them.** Instead, the Proposer will enclose all of unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the original copy of its Technical Proposal. Therefore, when the State reviews the marked original copy of the Technical Proposal, the State will find a clearly labeled envelope enclosed or attached, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>**THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE**</u>**.** 6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information. Each completed questionnaire must include: ▪ the Proposer's name; ▪ the Reference's organization name; ▪ the name of the person responding; ▪ the signature of the person responding;

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	▪ the title of the person responding; ▪ the telephone number and email contact of the person responding; ▪ the date the reference form was completed; and responses to numbered items in RFP Attachment 6.16 and 6.17. ***Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided.***

B.15-A The Proposer shall answer the following question <u>only</u> as it pertains to those projects on which the <u>Proposer</u> acted as integrator and used the software solution being proposed in response to this RFP. Indicate the number of projects on which the <u>Proposer</u> integrated the product listed below with the proposed software solution. Please duplicate the following table and check the appropriate box:

Product Name	Never	1-2	3-5	6+
GroupWise email	☐	☐	☐	☐
FileNet Document Management	☐	☐	☐	☐
Environment Systems Research Institute (ESRI) ArcIMS, ArcInfo, and ArcView GIS	☐	☐	☐	☐

B.15-B With regard to the <u>Primary Software Vendor</u>, answer the following question as it pertains <u>only</u> to those projects on which the <u>Primary Software Vendor's</u> proposed solution was used with the products listed below. Indicate the number of such projects where the proposed solution from the <u>Primary Software Vendor</u> has been integrated with the products listed below. Please duplicate the following table and check the appropriate box:

Product Name	Never	1-2	3-5	6+
GroupWise email	☐	☐	☐	☐
FileNet Document Management	☐	☐	☐	☐
Environment Systems Research Institute (ESRI) ArcIMS, ArcInfo, and ArcView GIS	☐	☐	☐	☐

(Maximum Section B Score = 100)

SCORE *(for <u>all</u> Section B items above, B.1 through B.15)*:

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	

EVALUATOR NAME:		DATE:	

EVALUATOR SIGNATURE:	

SECTION C.a — TECHNICAL APPROACH, PART A

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	*1 = poor*	*2 = fair*	*3 = satisfactory*	*4 = good*	*5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY		
			Score	Item Weight	Raw Weighted Score
	C.a.1	Provide an Executive Summary of the Proposer's offer. The executive summary must be no more than ten (10) pages, on single-sided pages in type no smaller than 10 point, and must provide a concise summarization of the products and services being proposed to meet the State's requirements, the planned approach to providing the services, and documentation as to why the software and services vendors assembled for this proposal are best qualified to perform this engagement. (*Reminder: do not provide any cost information in this section*.)			20	
	C.a.2	Respond to RFP Attachment 6.10, Software Specifications. For each section in RFP Attachment 6.10 listed below, Proposer must show the text of the section from RFP Attachment 6.10, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP Attachment 6.10 are informational. The total response to RFP Attachment 6.10 must be no more than one hundred (100) pages long.				
	C.a.2.1	RFP Attachment 6.10, Section 6.10.2.2.1, Overview of Software Solution			5	
	C.a.2.2	RFP Attachment 6.10, Section 6.10.2.2.2, Human Resources/Payroll Functionality			5	

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY		
			Score	Item Weight	Raw Weighted Score
	C.a.2.3	RFP Attachment 6.10, Section 6.10.2.2.3, Financial Management Functionality		5	
	C.a.2.4	RFP Attachment 6.10, Section 6.10.2.2.4, Procurement/Logistics Functionality		5	
	C.a.2.5	RFP Attachment 6.10, Section 6.10.2.2.5, Integration Between Applications and Modules		10	
	C.a.2.6	RFP Attachment 6.10, Section 6.10.2.2.6, Module Descriptions		20	
	C.a.2.7	RFP Attachment 6.10, Section 6.10.2.3.1, System Interfaces		5	
	C.a.2.8	RFP Attachment 6.10, Section 6.10.2.3.2, Import/ Export		5	
	C.a.2.9	RFP Attachment 6.10, Section 6.10.2.3.3, System Integrity		5	
	C.a.2.10	RFP Attachment 6.10, Section 6.10.2.3.4.1, Best Business Practices/ Process Reengineering Required		10	
	C.a.2.11	RFP Attachment 6.10, Section 6.10.2.3.4.2, Workflow Capabilities		10	
	C.a.2.12	RFP Attachment 6.10, Section 6.10.2.3.4.3, Drill Down		10	
	C.a.2.13	RFP Attachment 6.10, Section 6.10.2.3.4.4, Audit Trail Capabilities		10	
	C.a.2.14	RFP Attachment 6.10, Section 6.10.2.3.4.5, Chart of Accounts Flexibility		15	
	C.a.2.15	RFP Attachment 6.10, Section 6.10.2.3.4.6, Online Help		5	
	C.a.2.16	RFP Attachment 6.10, Section 6.10.2.3.4.7, Security		10	
	C.a.2.17	RFP Attachment 6.10, Section 6.10.2.3.4.8, Report Writers		10	
	C.a.2.18	RFP Attachment 6.10, Section 6.10.2.3.4.9, Analytical Reporting Environment		5	
	C.a.2.19	RFP Attachment 6.10, Section 6.10.3.1, Upgrade Process		5	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.a.2.20 RFP Attachment 6.10, Section 6.10.3.2, Fixes and Patches		5	
	C.a.2.21 RFP Attachment 6.10, Section 6.10.3.3, Non-State Standard Applications		5	
	C.a.2.22 RFP Attachment 6.10, Section 6.10.3.4 Software Distribution		5	
	C.a.2.23 RFP Attachment 6.10, Section 6.10.4, Software Maintenance and Support		10	
	C.a.2.24 RFP Attachment 6.10, Section 6.10.5, Future Direction		35	
	C.a.2.25 RFP Attachment 6.10, Section 6.10.6.1, American with Disabilities (ADA) Compliance		20	
	C.a.2.26 RFP Attachment 6.10, Section 6.10.6.2, List of Key Reports		15	
	C.a.3 Respond to RFP Attachment 6.12, Implementation Services Specifications. For each section in RFP Attachment 6.12 listed below, Proposer must show the text of the section from RFP Attachment 6.12, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP Attachment 6.12 are informational. The response to RFP Attachment 6.12 must be no more than one hundred (100) pages long.			
	C.a.3.1 RFP Attachment 6.12, Section 6.12.1.1, Project Manager		10	
	C.a.3.2 RFP Attachment 6.12, Section 6.12.1.2, Project Management Methodology		30	
	C.a.3.3 RFP Attachment 6.12, Section 6.12.1.3, Project Work Plan		25	
	C.a.3.4 RFP Attachment 6.12, Section 6.12.1.4, Project Controls, Standards, and Procedures		10	
	C.a.3.5 RFP Attachment 6.12, Section 6.12.1.5, Risk Management Plan and Procedures		10	
	C.a.3.6 RFP Attachment 6.12, Section 6.12.1.6, Service Transition		5	
	C.a.3.7 RFP Attachment 6.12, Section 6.12.2, Software Installation, Testing and Tuning		10	

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY		
			Score	Item Weight	Raw Weighted Score
	C.a.3.8	RFP Attachment 6.12, Section 6.12.3, Business Process Design and Software Configuration		**10**	
	C.a.3.9	RFP Attachment 6.12, Section 6.12.4.1, Reports Analysis and Development		**10**	
	C.a.3.10	RFP Attachment 6.12, Section 6.12.4.2, Enhancements and Modifications		**10**	
	C.a.3.11	RFP Attachment 6.12, Section 6.12.4.3, Interface Development		**10**	
	C.a.3.12	RFP Attachment 6.12, Section 6.12.4.4, Data Conversion		**10**	
	C.a.3.13	RFP Attachment 6.12, Section 6.12.4.5, Workflow Configuration		**10**	
	C.a.3.14	RFP Attachment 6.12, Section 6.12.4.6, Security Configuration		**10**	
	C.a.3.15	RFP Attachment 6.12, Section 6.12.5, Training and Documentation		**10**	
	C.a.3.16	RFP Attachment 6.12, Section 6.12.6, Cultural Change Management		**10**	
	C.a.3.17	RFP Attachment 6.12, Section 6.12.7, Deployment Support		**10**	
	C.a.3.18	RFP Attachment 6.12, Section 6.12.8, Post Implementation Support		**10**	
	C.a.3.19	RFP Attachment 6.12, Section 6.12.9.1, Lessons Learned		**20**	
	C.a.3.20	RFP Attachment 6.12, Section 6.12.9.2, Transportation		**10**	
	C.a.3.21	RFP Attachment 6.12, Section 6.12.9.3, Insurance Administration		**10**	
		Total Raw Weighted Score: *(sum of Raw Weighted Scores above)*			
	Total Raw Weighted Score — **maximum possible raw weighted score** *(i.e., the sum of item weights above)*	**X 100** *(maximum section score)*	**= PART A SCORE:**		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	
EVALUATOR NAME:	**DATE:**
EVALUATOR SIGNATURE:	

SECTION C.b — TECHNICAL APPROACH, PART B

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value　　　*1 = poor*　　　*2 = fair*　　　*3 = satisfactory*　　　*4 = good*　　　*5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.b.1 Respond to RFP Attachment 6.11, State Technical and Architectural Requirements. For each of the following listed sections/sub-sections in RFP Attachment 6.11, Proposer must show the text of the section from RFP Attachment 6.11, followed by the Proposer's response as defined in the section or the Evaluation Manual.			
	C.b.1.1 RFP Attachment 6.11, Section 6.11.1, Architecture: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		3	
	C.b.1.2 RFP Attachment 6.11, Section 6.11.2, Security Standards and Policies: The Proposal must contain the response indicated in the section.		10	
	C.b.1.3 RFP Attachment 6.11, Section 6.11.2.1.1, Data confidentiality: The Proposal must contain the response indicated in the section.		5	
	C.b.1.4 RFP Attachment 6.11, Section 6.11.2.1.2, Data integrity: The Proposal must contain the response indicated in the section.		5	
	C.b.1.5 RFP Attachment 6.11, Section 6.11.2.1.3, Data reliability: The Proposal must contain the response indicated in the section.		5	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.b.1.6 RFP Attachment 6.11, Section 6.11.2.1.4, Data availability: The Proposal must contain the response indicated in the section.		**5**	
	C.b.1.7 RFP Attachment 6.11, Section 6.11.2.1.5, Physical and environmental control: The Proposal must contain the response indicated in the section.		**5**	
	C.b.1.8 RFP Attachment 6.11, Section 6.11.2.1.6, Application audit capabilities: The Proposal must contain the response indicated in the section.		**5**	
	C.b.1.9 RFP Attachment 6.11, Section 6.11.2.1.7, Change management and configuration management: The Proposal must contain the response indicated in the section.		**5**	
	C.b.1.10 RFP Attachment 6.11, Section 6.11.2.2, Acceptable Use Policy and Acceptable Use Agreement: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		**3**	
	C.b.1.11 RFP Attachment 6.11, Section 6.11.4.1, Virus Protection: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		**3**	
	C.b.1.12 RFP Attachment 6.11, Section 6.11.4.2, Electronic Mail (Email): The Proposal must confirm that the vendor has read, understands, and will comply with the section.		**3**	
	C.b.1.13 RFP Attachment 6.11, Section 6.11.4.2.1, Email system interoperability: The Proposal must contain the response indicated in the section.		**10**	
	C.b.1.14 RFP Attachment 6.11, Section 6.11.4.3, Document Management/Document Imaging/Workflow: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		**3**	
	C.b.1.15 RFP Attachment 6.11, Section 6.11.4.3.1, Document Management/Document Imaging/Workflow interoperability: The Proposal must contain the response indicated in the section.		**10**	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.b.1.16 RFP Attachment 6.11, Section 6.11.4.4, Geographic Information System (GIS): The Proposal must confirm that the vendor has read, understands, and will comply with the section.		3	
	C.b.1.17 RFP Attachment 6.11, Section 6.11.4.4.1, GIS interoperability: The Proposal must contain the response indicated in the section.		10	
	C.b.1.18 RFP Attachment 6.11, Section 6.11.4.5, State Service Portal: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		3	
	C.b.1.19 RFP Attachment 6.11, Section 6.11.5 Performance Standards and its sub-sections: The Proposal must confirm that the vendor has read, understands, and will comply with the sub-sections.		5	
	C.b.1.20 RFP Attachment 6.11, Section 6.11.5.2.1, Network assumptions: The Proposal must contain the response indicated in the section.		5	
	C.b.1.21 RFP Attachment 6.11, Section 6.11.5.2.2, Citrix requirements: The Proposal must contain the response indicated in the section.		5	
	C.b.1.22 RFP Attachment 6.11, Section 6.11.5.2.3, Minimum server requirements: The Proposal must contain the response indicated in the section.		5	
	C.b.1.23 RFP Attachment 6.11, Section 6.11.5.2.4, Minimum desktop configuration: The Proposal must contain the response indicated in the section.		5	
	C.b.1.24 RFP Attachment 6.11, Section 6.11.5.2.5, Network enhancements: The Proposal must contain the response indicated in the section.		5	
	C.b.1.25 RFP Attachment 6.11, Section 6.11.6, Exception Requests to State Standards: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		3	
	C.b.1.26 RFP Attachment 6.11, Section 6.11.6.1.1, Exception Request Approval: The Proposal must contain the response indicated in the section.		10	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.b.1.27 RFP Attachment 6.11, Section 6.11.7.1, Software Product Categories: The Proposal must confirm that the vendor has read, understands, and will comply with the section and its sub-sections.		3	
	C.b.1.28 RFP Attachment 6.11, Section 6.11.7.2 and its sub-sections, Software Delivery Strategy Response: The Proposal must describe its strategy in regards to software components and indicate the software category or categories used in the solution as requested in the section. The Proposal must also include the information requested in the sub-sections for each software category or categories utilized in the solution.		25	
	C.b.1.29 RFP Attachment 6.11, Section 6.11.8.1, Application Diagrams: The Proposal must contain the response indicated in the section.		15	
	C.b.1.30 RFP Attachment 6.11, Section 6.11.8.2, Network Diagrams: The Proposal must contain the response indicated in the section.		15	
	C.b.1.31 RFP Attachment 6.11, Section 6.11.8.3, Security Diagrams: The Proposal must contain the response indicated in the section.		15	
	C.b.1.32 RFP Attachment 6.11, Section 6.11.9, Proposed Software/Hardware/Communications Table: The Proposal must confirm that the vendor has read, understands, and will comply with the section.		3	
	C.b.1.33 RFP Attachment 6.11, Section 6.11.9.2, Proposed Software/ Hardware/ Communications Table: The Proposal must contain the response indicated in the section.		25	

Total Raw Weighted Score: *(sum of Raw Weighted Scores above)*	

Total Raw Weighted Score / maximum possible raw weighted score *(i.e., the sum of item weights above)*	**X 50** *(maximum section score)*	**= PART B SCORE:**	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D

PROPOSER NAME:			
EVALUATOR NAME:		DATE:	
EVALUATOR SIGNATURE:			

SECTION D — SYSTEM REQUIREMENTS

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. The Evaluators will score each section of the System Requirements, assigning it a score between 0 (zero) and the Maximum Score shown below.

Proposer must provide its responses to this section in the Excel files provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."

Proposal Page # (to be completed by Proposer)		Technical Approach Items	State Use ONLY	
			Maximum Score	**Evaluator's Score**
	D.1	Respond to the ***Payroll Administration section*** of RFP Attachment 6.8, ERP Functional Requirements. For this section (and all following items in RFP Attachment 6.3, Section D), Proposer must provide its response in the Excel file provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit this file in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."	**30**	
	D.2	Respond to the ***Applicant Services section*** of RFP Attachment 6.8, ERP Functional Requirements.	**12**	
	D.3	Respond to the ***Benefits Administration section*** of RFP Attachment 6.8, ERP Functional Requirements.	**9**	
	D.4	Respond to the ***Classification and Compensation section*** of RFP Attachment 6.8, ERP Functional Requirements.	**8**	

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY	
			Maximum Score	Evaluator's Score
	D.5	Respond to the *Insurance Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	8	
	D.6	Respond to the *Personnel Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	15	
	D.7	Respond to the *Timekeeping / Leave Accounting section* of RFP Attachment 6.8, ERP Functional Requirements.	15	
	D.8	Respond to the *Training and Employee Development section* of RFP Attachment 6.8, ERP Functional Requirements.	6	
	D.9	Respond to the *Budget Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	22	
	D.10	Respond to the *Accounts Payable section* of RFP Attachment 6.8, ERP Functional Requirements.	12	
	D.11	Respond to the *Accounts Receivable section* of RFP Attachment 6.8, ERP Functional Requirements.	12	
	D.12	Respond to the *Budgetary Control section* of RFP Attachment 6.8, ERP Functional Requirements.	5	
	D.13	Respond to the *Cash Management/Bank Reconciliation section* of RFP Attachment 6.8, ERP Functional Requirements.	6	
	D.14	Respond to the *Cost Allocation section* of RFP Attachment 6.8, ERP Functional Requirements.	6	
	D.15	Respond to the *General Ledger section* of RFP Attachment 6.8, ERP Functional Requirements.	10	
	D.16	Respond to the *Grant Accounting section* of RFP Attachment 6.8, ERP Functional Requirements.	10	
	D.17	Respond to the *Project Management section* of RFP Attachment 6.8, ERP Functional Requirements.	10	
	D.18	Respond to the *Travel section* of RFP Attachment 6.8, ERP Functional Requirements.	2	

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY	
			Maximum Score	Evaluator's Score
	D.19	Respond to the *Purchasing section* of RFP Attachment 6.8, ERP Functional Requirements.	**30**	
	D.20	Respond to the *Asset Management section* of RFP Attachment 6.8, ERP Functional Requirements.	**5**	
	D.21	Respond to the *Fleet Management section* of RFP Attachment 6.8, ERP Functional Requirements.	**4**	
	D.22	Respond to the *Inventory Management section* of RFP Attachment 6.8, ERP Functional Requirements.	**4**	
	D.23	Respond to the *Plant Maintenance section* of RFP Attachment 6.8, ERP Functional Requirements.	**4**	
	D.24	Respond to RFP Attachment 6.9, ERP General System Requirements.	**5**	

MAXIMUM POINTS POSSIBLE = 250		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION E			
PROPOSER NAME:			
EVALUATOR NAME:		**DATE:**	
EVALUATOR SIGNATURE:			

SECTION E — SOFTWARE DEMONSTRATION

The Proposer must address ALL areas below during the Software Demonstration. A detailed demonstration script for each area will be provided to the Proposer as described in the Evaluation Guide. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Proposer's demonstration in each area. The Evaluators will score each section of the Software Demonstration, assigning it a score between 0 (zero) and the Maximum Score shown below.

Demonstration Area		State Use ONLY	
		Maximum Score	**Evaluator's Score**
E.1	Vendor Introductions and System Navigation	**N/A**	**N/A**
E.2	General System Features	**3**	
E.3	Implementation Services, Approach and Staff	**50**	
E.4	Payroll Administration Functionality	**18**	
E.5	Applicant Services Functionality	**7**	
E.6	Benefits Administration Functionality	**5**	
E.7	Classification and Compensation Functionality	**5**	
E.8	Insurance Administration Functionality	**5**	
E.9	Personnel Administration Functionality	**9**	
E.10	Timekeeping/Leave Accounting Functionality.	**9**	
E.11	Training/Employee Development Functionality	**4**	
E.12	Budget Administration Functionality	**13**	
E.13	Accounts Payable Functionality	**8**	
E.14	Accounts Receivable Functionality	**7**	
E.15	Budgetary Control Functionality	**3**	
E.16	Cash Management/Bank Reconciliation Functionality	**3**	

Demonstration Area		State Use ONLY	
		Maximum Score	**Evaluator's Score**
E.17	Cost Allocation Functionality	**4**	
E.18	General Ledger Functionality.	**6**	
E.19	Grant Accounting Functionality	**6**	
E.20	Project Management Functionality	**6**	
E.21	Travel Functionality	**1**	
E.22	Purchasing Functionality	**18**	
E.23	Asset Management Functionality	**3**	
E.24	Fleet Management Functionality	**2**	
E.25	Inventory Functionality	**2**	
E.26	Plant Maintenance Functionality	**3**	
MAXIMUM POSSIBLE SCORE = 200		**SCORE =**	

RFP Attachment 6.4 – Technical Proposal Supplement

Following is an Excel spreadsheet that will be submitted as a supplement to RFP Attachment 6.3, Section B.10 of the Technical Proposal. There are multiple tabbed worksheets within the spreadsheet; the Proposer must complete <u>all</u> tabbed worksheets. Note that, in addition to the printed version in the Technical Proposal response, this file must be submitted electronically in Excel format. (See RFP Section 3.3.4.)

ATTACHMENT 6.5, PART A

COST PROPOSAL & SCORING GUIDE
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not a Proposer company executive (president, vice-president, CEO), the Proposer SHALL attach evidence to this Cost Proposal showing the Signatory's authority to bind the Proposer.

SOFTWARE AND SERVICES
COST PROPOSAL SCHEDULE

The costs under the Proposed Cost column below shall indicate the proposed price for providing the software and services for HR/PAYROLL and FINANCIAL/PROCUREMENT/LOGISTICS functional areas of the system, including all services as defined in the RFP Attachment 6.1.a, Pro Forma Integrator Contract for the total contract period. Costs in this section shall include the total application acquisition and/or development cost, including all software costs for the duration of the contract, with the sole exception of costs for State-standard software, which shall not be included.

The cost amounts in the "ITEM A" and "ITEM B" rows below, are transcribed or "rolled up" from the Cost Proposal Supplement that appears in RFP Attachment 6.6, Schedule 1. Schedule 1 is divided into two sections: one for HR/Payroll, and one for Financial, Procurement and Logistics. Each of these sections has its own "Total" row; it is these rows that roll up to the ITEM A and ITEM B rows on the Software and Services Cost Proposal Schedule.

In the HR/Payroll and Financial, Procurement, and Logistics sections of Schedule 1, the Proposer must directly enter the cost amounts for "Software License" and "Ongoing Software Licensure." For purposes of establishing the annual licensure fees that will be included for the duration of the contract, the vendor should assume a duration as described above in RFP Attachment 6.1, Pro Forma Integrator Contract, Section B.1. The other amounts in Schedule 1 will be rolled up from lower-level schedules 2, 3, and 5.

In a similar manner, "Modifications and Custom Queries" on Schedules 2 and 3 will be rolled up from Schedule 4. The Proposer shall fill out the entirety of Schedules 2 and 3, indicating the hourly rates for each skill set providing implementation services, along with a summary of total monthly costs for each skill set throughout the life of the contract.

Note that, in all cases, the Proposer shall perform transcriptions manually; the spreadsheets do not automatically roll up the scores. Additional detailed instructions appear in the beginning of RFP Attachment 6.6.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Throughout all schedules, the Proposer must enter an amount into each un-shaded Proposed Cost cell. The Proposer may enter zero (0) in a required cell; however, the Proposer **must not** leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

Cost Item Description	Proposed Cost	State Use
		Cost
ITEM A: TOTAL SOFTWARE AND SERVICES COST FOR **HR/PAYROLL**		
ITEM B: TOTAL SOFTWARE AND SERVICES COST FOR **FINANCIALS/PROCUREMENT/ LOGISTICS**		

The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.	⬇
Sum of Item A and Item B Above = Evaluation Cost Amount:	
lowest Evaluation Cost Amount from <u>all</u> Proposals ———————————— **Evaluation Cost Amount being evaluated** **X 270** *(maximum section score)* **= PART A SCORE:**	

ATTACHMENT 6.5, PART B

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not a Proposer company executive (president, vice-president, CEO), this Proposer SHALL attach evidence to this Cost Proposal showing the Signatory's authority to bind the Proposer.

CHANGE ORDER RATES SCHEDULE

The change order rates, detailed below, shall indicate the proposed change order rates for processing all State approved change orders. All monetary amounts are United States currency.

SUBSECTION 1 – CONTRACTOR STAFF HOURLY RATES.

Note: The "Proposed Hourly Rates" quoted must be fully loaded to cover travel, meal, and lodging expenses associated with providing the services; the State will not pay travel-related expenses separately.
The Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer must not leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

Cost Item Description	Proposed Hourly Rate					State Use		
	Year 1	Year 2	Year 3	Year 4	Year 5	**Sum**	Weight	Weighted Cost
Project Manager							1	
Deputy Project Manager							1	
Configuration Manager							1	
Configuration Lead							2	
Configuration Consultant							3	
Technical Manager							1	
Technical Lead							2	
Technical Consultant							3	
Enterprise Readiness (Training/ Change Mgmt) Manager							1	
Training Consultant							3	
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.								↓

Hourly Rate Evaluation Cost Amount: *(sum of all weighted cost amounts above – will be summed with Evaluation Cost Amount below)*	

Lowest Hourly Rate Evaluation Cost Amount from <u>all</u> Proposals _____ Evaluation Cost Amount being evaluated	**X 20** *(maximum section score)*	**= PART B SubSec. 1 SCORE:**	

SUBSECTION 2 – ADDITIONAL USER LICENSES.

The State has requested the Proposer to include in the Cost Proposal sufficient licenses for the foreseeable future as determined by the State. In the event additional licenses are required, the State is requesting pricing for these licenses. All additional license costs quoted below are for either (1) a block of an additional 100 licenses, or (2) an additional device license.

The Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer <u>must not</u> leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

Cost Item Description	Proposed Fee for Either: (As Applicable) One (1) Additional Block of 100 User Licenses or One (1) Additional Device License	State Use	
		Weight	Weighted Cost
Core System Users (Plant Maintenance)		2	
Core System Users (Fleet Management)		2	
Core System Users (Budget Development & Administration)		2	
Core System Users (All Other HR, Payroll, Finance, Procurement and Logistics)		3	
Employee Self-Service Users		1	
Vendor Self-Service Users		1	
Insurance Self-Service Users		1	
Other Software: [SOFTWARE NAME]		1	
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.			⬇
User License Evaluation Cost Amount: *(sum of all weighted cost amounts above)*			

Lowest User License Evaluation Cost Amount from <u>all</u> Proposals / **Evaluation Cost Amount being evaluated**	**X 10** *(maximum section score)*	**= PART B Subsec. 2 SCORE:**	

Part B Subsection 1 Score, from above: **(Hourly Rate Evaluation)**		
Part B Subsection 2 Score, from above: **(User License Evaluation)**		
COST PROPOSAL PART B SCORE (sum of Subsections 1 and 2 scores)		

COST PROPOSAL SCORE (TOTAL OF PART A AND PART B)	**= SCORE:**	

RFP Attachment 6.6 – Cost Proposal Supplement

Following is an Excel spreadsheet that will be submitted as a supplement to RFP Attachment 6.5, Cost Proposal. There are multiple tabbed worksheets within the spreadsheet; the Proposer must complete <u>all</u> tabbed worksheets. Note that, in addition to the printed version in the Cost Proposal response, this file must be submitted electronically in Excel format. (See RFP Section 3.4.2.) <u>Do not include this file, in either printed or electronic form, with the Technical Proposal submission</u>.

ATTACHMENT 6.7

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator			Date			
Section B **QUALIFICATIONS &** **EXPERIENCE** Maximum Points: 100	**PROPOSER NAME**		**PROPOSER NAME**		**PROPOSER NAME**	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
Section C **TECHNICAL APPROACH**						
Section C, Part A **TECHNICAL APPROACH** Maximum Points: 100						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
Section C, Part B **TECHNICAL APPROACH** Maximum Points: 50						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
TECHNICAL APPROACH **SCORE (Sum of Part A & Part** **B Averages)** Maximum Points: 150	**SCORE:**		**SCORE:**		**SCORE:**	

Section D SYSTEM REQUIREMENTS						
D.1, Payroll Administration Requirements Maximum Points: 30						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.2, Applicant Service Requirements Maximum Points: 12						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.3, Benefits Administration Requirements Maximum Points: 9						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.4, Classification and Compensation Requirements Maximum Points: 8						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	

D.5, Insurance Administration Requirements Maximum Points: 8					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.6, Personnel Administration Requirements Maximum Points: 15					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.7, Timekeeping / Leave Accounting Requirements Maximum Points: 15					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.8, Training and Employee Development Requirements Maximum Points: 6					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**

D.9, Budget Administration Requirements Maximum Points: 22						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.10, Accounts Payable Requirements Maximum Points: 12						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.11, Accounts Receivable Requirements Maximum Points: 12						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.12, Budgetary Control Requirements Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.13, Cash Management/Bank Reconciliation Requirements Maximum Points: 6						

EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.14, Cost Allocation Requirements Maximum Points: 6						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.15, General Ledger Requirements Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.16, Grant Accounting Requirements Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
D.17, Project Management Requirements Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						

EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.18, Travel Requirements Maximum Points: 2					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.19, Purchasing Requirements Maximum Points: 30					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.20, Asset Management Requirements Maximum Points: 5					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
D.21, Fleet Management Requirements Maximum Points: 4					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					

	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
D.22, Inventory Requirements Maximum Points: 4						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
D.23, Plant Maintenance Requirements Maximum Points: 4						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
D.24, General System Requirements Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
Average Functional Requirements Score Maximum Points: 250	SCORE:		SCORE:		SCORE:	
Section E SOFTWARE DEMONSTRATION Maximum Points: 200						
E.2, General System Features Maximum Points: 3						
EVALUATOR NAME						
EVALUATOR NAME						

EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.3, Implementation Services and Approach Maximum Points: 50						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.4, Payroll Administration Functionality Maximum Points: 18						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.5, Applicant Service Functionality Maximum Points: 7						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.6, Benefits Administration Functionality Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						

	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.7, Classification and Compensation Functionality Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.8, Insurance Administration Functionality Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.9, Personnel Administration Functionality Maximum Points: 9						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
E.10, Timekeeping / Leave Accounting Functionality Maximum Points: 9						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						

	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.11, Training and Employee Development Functionality **Maximum Points: 4**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.12, Budget Administration Functionality **Maximum Points: 13**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.13, Accounts Payable Functionality **Maximum Points: 8**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.14, Accounts Receivable Functionality **Maximum Points: 7**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	

E.15, Budgetary Control Functionality Maximum Points: 3						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.16, Cash Management/Bank Reconciliation Functionality Maximum Points: 3						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.17, Cost Allocation Functionality Maximum Points: 4						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.18, General Ledger Functionality Maximum Points: 6						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
E.19, Grant Accounting Functionality Maximum Points: 6						

EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
E.20, Project Management Functionality Maximum Points: 6					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
E.21, Travel Functionality Maximum Points: 1					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
E.22, Purchasing Functionality Maximum Points: 18					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**
E.23, Asset Management Functionality Maximum Points: 3					
EVALUATOR NAME					
EVALUATOR NAME					

EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:
E.24, Fleet Management Functionality Maximum Points: 2					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:
E.25, Inventory Functionality Maximum Points: 2					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:
E.26, Plant Maintenance Functionality Maximum Points: 3					
EVALUATOR NAME					
EVALUATOR NAME					
EVALUATOR NAME					
REPEAT AS NECESSARY					
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:
Average Software Demonstration Score Maximum Points: 200	SCORE:		SCORE:		SCORE:
AVERAGE TECHNICAL PROPOSAL SCORE Maximum Points: 700	SCORE:		SCORE:		SCORE:
COST PROPOSAL Maximum Points: 300	SCORE:		SCORE:		SCORE:

PROPOSAL SCORE Maximum Points: 1000	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

RFP Attachment 6.8 – ERP Functional Requirements

The ERP Functional Requirements are included as an Excel file. Note that, in addition to the printed version in the Technical Proposal response, these files must be submitted electronically in Excel format. (See RFP Section 3.3.4.)

RFP Attachment 6.9 – ERP General System Requirements

The ERP General System Requirements are included as an Excel file. Note that, in addition to the printed version in the Technical Proposal response, this file must be submitted electronically in Excel format. (See RFP Section 3.3.4.)

RFP Attachment 6.10 – Software Specifications

Att 6.10   Software Specifications

6.10.1 Purpose

The purpose of RFP Attachment 6.10, Software Specifications, is to obtain an understanding of the capabilities of the Proposer's software offering, and the software vendor's approach to software-related project activities. Related topics, such as proposed costs, staffing, and the timeline for providing the described scope of software, are addressed elsewhere in the RFP. Specific State functional and technical requirements are detailed in RFP Attachments 6.8, 6.9 and 6.11 of this RFP. Important reminder: no cost information should be included in the response to this Contract Attachment.

6.10.2 Functional Components

6.10.2.1 Functional Needs Overview

The State has created software requirements for the following functional areas:

- Human Resources / Payroll
  - Payroll Administration
  - Applicant Services
  - Benefits Administration
  - Classification and Compensation
  - Employee Self-Service
  - Insurance Administration
  - Personnel Administration
  - Timekeeping /Leave Accounting
  - Training/Employee Development
- Financial Management
  - Accounts Payable
  - Accounts Receivable
  - Budgetary Control
  - Cash Management/Bank Reconciliation
  - Cost Allocation
  - General Ledger
  - Grant Accounting
  - Project Management
  - Travel
- Budget Administration
- Procurement / Logistics
  - Asset Management
  - Fleet Management
  - Inventory

- Plant Maintenance
- Purchasing

♦ Data Warehouse and Business Data Analysis

In addition to the functions of State government listed in functional categories above, the proposed software solution should address functional needs in the Project Management, Procurement and Logistics areas specific to the Tennessee Department of Transportation (TDOT). Proposers are encouraged to describe, at appropriate points in their response, how the software solution is capable of addressing TDOT-specific needs. Transportation-specific requirements are interspersed with the statewide functional requirements in RFP Attachment 6.8, primarily in the Grant Accounting and Project Management functional areas. Proposers should also use their own experience in other states to address the solution's applicability to Transportation Departments.

6.10.2.2 Description of Software Solution from Primary Software Vendor

The Proposer is expected to provide a narrative description of the proposed software solution as a whole, and of each software module needed to provide the range of functionality described in the Functional Needs Overview above. Responses shall be organized in accordance with the outline below.

6.10.2.2.1 Overview of Software Solution

Provide an overview of the Proposer's total software solution and the integration of the modules proposed to meet the State's requirements. This section is intended to be a high-level view of the product(s) offered.

Summarize major functional requirements or groups of requirements that will not be met by the delivered application "out of the box" and describe the strategy that will be used to address those functional gaps. If no modifications, enhancements, or supplements are required, the Proposer must state this in its response. The State recognizes that additional customization requirements may be identified during fit analysis work sessions; however, best efforts shall be made to document all potential modifications.

6.10.2.2.2 Human Resources/Payroll Functionality

Provide a concise description of the software proposed to provide the Human Resources/Payroll functionality described in Section 6.10.2.1. Describe any areas of functionality that may not be addressed by the proposed software and any functionality that is included but not required.

6.10.2.2.3 Financial Management and Budget Administration Functionality

Provide a concise description of the software proposed to provide the Financial Management and Budget Administration functionality described in Section 6.10.2.1 above. Describe any areas of functionality that may not be addressed by the proposed software and any functionality that is included but not required. Drawing on previous experience with installations at other states, specifically describe how the system will support the project management needs for TDOT.

6.10.2.2.4 Procurement and Logistics Functionality

Provide a concise description of the software proposed to provide the Procurement & Logistics functionality described in Section 6.10.2.1. Describe any areas of functionality that may not be addressed by the proposed software and any functionality that is included but not required. Drawing on previous experience with installations at other states, specifically describe how the system will support the unique materials procurement needs for TDOT.

6.10.2.2.5 Integration Between Applications and Modules

Discuss the proposed strategic approach to providing an integrated software solution. The Proposer shall address the capabilities that its solution can uniquely provide to support the State in realizing its vision of an integrated statewide administrative system. The Proposer shall include its integration strategy for the inclusion of any State components that are acquired or developed separately from the proposed solution, such as current State applications or other "best of breed" software applications.

One of the significant advantages of an enterprise solution is to provide consistent information across all areas of the business. Information entered in one area updates all related areas and does not need to be reentered. Built-in features shall ensure file integrity and consistency. The ability to invoke specific processes from vendor-supplied modules and custom developed processes and applications via standard application program interfaces will facilitate reuse and integration with other applications. Describe the general approach to integration between applications (e.g., Financial Management, Procurement/ Logistics, and Human Resources/Payroll) and modules (e.g., integration between Purchasing, Accounts Payable, and Asset Management).

6.10.2.2.6 Module Descriptions

Proposer shall provide a listing of all application software modules as defined by the Proposer's application software necessary to provide the requested functionality. For each module, the Proposer shall summarize in one page the key features and functions of that module, as well as the major integration points, workflow, and report capabilities of the module, in the following format. The size of the individual response items may be adjusted as needed, as long as the total response for each module does not exceed one page.

6.10.2.2.6.1 Module One-Page Summary Format

Module Name		Category	
Narrative Description of Major Functions			
Integration Points			
Workflow Capabilities			
Reporting Capabilities			

The following is a brief explanation of expected response for each required field:

Module Name – Indicate the module name (e.g., General Ledger, Personnel Administration) from the proposed software solution.

Category – Indicate whether the module is considered to be in the general area of Financial Management, Procurement/Logistics, Human Resources/Payroll or Other.

Narrative Description of Major Functions – Describe in narrative form the major business process functions addressed by the module. Describe the key features of the module and how the module addresses the pertinent business needs of the State.

Integration Points – Describe the integration of the module with other modules in related business processes. An exhaustive listing of all integration points is not required. The intent is to provide a general understanding of relationships and dependencies between software modules.

Workflow Capabilities – Briefly describe the automated workflow capabilities of the module, including routing and approval functions.

Reporting Capabilities – Briefly describe the most significant capabilities for reporting in this module through standard reports, ad hoc queries, online inquiry, or other means.

6.10.2.3 Application Features and Capabilities

6.10.2.3.1 System Interfaces

Proposer shall describe the built-in capabilities and tools available in its proposed solution to interface the system to external applications, such as other State applications (see RFP Attachment 6.14, Background on Existing State Administrative Systems) and common office automation tools (see the *Tennessee Information Resources Architecture* for the list of State standard office automation products). The system shall permit automated data exchange in both real time and batch modes to and from other systems, and shall integrate with other desktop and server applications such as Microsoft Excel, query and reporting tools, and electronic mail (GroupWise).

The ability to interface the Edison system with legacy (i.e., existing) State financial applications will be necessary as an interim solution until all existing applications can be converted. In the long term, existing applications and/or new applications may continue to need to interface with the proposed vendor-supplied applications. Explain how ease of integration/interfacing in both online and batch modes will minimize maintenance and support efforts.

6.10.2.3.2 Import/Export

Describe the application's ability to import and export data in formats acceptable to State standards. (See the *Tennessee Information Resources Architecture* for the list of State standards.) Application data shall be extracted and or manipulated and prepared for specific users or agencies according to their specifications. For instance, the file containing employees with deferred compensation deductions would be sent to the administrator of that benefit. Likewise, system input can come from a variety of sources and will need to be "fed into" the appropriate application modules with no programmer time required. It is important that any new system has the ability to create (read) files to be downloaded or uploaded to (from) a variety of other systems where the hardware and software being used are different from each other and that of the State.

6.10.2.3.3 System Integrity

Describe built-in features and capabilities of the application that ensure the integrity of the system and its data. The system shall provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence. The system shall have the ability to require batch and on-line editing to use the same edit routines/programs for consistent programming. It shall also have the ability to prevent users from overriding or bypassing data validation and editing routines.

Describe any application-provided quality assurance reports and system integrity reports.

6.10.2.3.4 Other Application Features

The Proposer shall discuss the following features and capabilities of the proposed application software. Please provide in succinct narrative form a description of the following software features inherent in the proposed solution:

6.10.2.3.4.1   Best Business Practices/Process Reengineering Required

Describe how the proposed software solution accommodates embedded business rules, logic, and standards or requirements based on best practices for the public sector. The degree of process reengineering expected to be required shall be discussed for meeting the State's specific business requirements.

6.10.2.3.4.2   Workflow Capabilities

Describe the electronic workflow capabilities of the proposed solution, building upon a hierarchical organizational structure reflecting that of the government enterprise organization. This structure shall enable a variety of electronic workflow and routing procedures to reduce the amount of paper document processing and to improve both security and communication between the various departments and workgroups within the State. Describe the general approach to configuration and management of automated workflow capabilities, including the ease with which workflow routings and approvals can be modified for periodic changes in business processes or approval paths. Discuss the major automated notification points built into the system, whereby system users and management are automatically notified of defined business events by the system.

6.10.2.3.4.3   Drill Down

Describe how the proposed system can provide the drill down query capability to allow the viewer to easily move from summary data to the detailed data that supports such summarized data.

6.10.2.3.4.4   Audit Trail Capabilities

Describe how the proposed system will provide a detailed audit trail to allow the authorized user to trace the history of all changes in user data or in system configuration.

6.10.2.3.4.5   Chart of Accounts Flexibility

Describe how the proposed system can support a flexible financial chart of accounts that will adapt to and accommodate the State's current and future business needs. Describe the delivered chart of accounts structure and how it is typically used to meet governmental needs.

6.10.2.3.4.6   Online Help

Describe the online help delivered with the application. How is it distributed to the end user? Describe the process available, if any, to customize the online help to meet State needs and State processes.

6.10.2.3.4.7   Application Security

Describe the delivered system's application security. The system shall provide application controls to prevent unauthorized use of the system, maintain system process controls, and log all transactions. In addition, the system shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

Describe the toolset or applications included with the software application for security administration. Also, provide a response regarding the following application security features:

6.10.2.3.4.7.1   The security profile (e.g., How are users set up in security? What are the password rules?).

6.10.2.3.4.7.2   Software elements that are restricted through security (e.g., menu items, tables, fields, records, etc.).

6.10.2.3.4.7.3   The ability of the system to tailor menus and screen presentation by user, so

that only options that are accessible by the user can be viewed.

6.10.2.3.4.7.4 How do security definitions apply to report writers, particularly proposed third-party report writer software?

6.10.2.3.4.7.5 Does the security function of the proposed software solution support a single sign-on to the application? What capabilities are provided for integrating with external security systems?

6.10.2.3.4.8 Report Writers

Proposer shall describe system capabilities, and any tools included, for user creation of data queries and ad hoc reporting. The reporting and modeling capabilities of the system shall include, but not necessarily be limited to, financial analysis, modeling, forecasting, monitoring, reporting, retrieval of historical data, pre-scheduled reporting, and graphical presentations of data and reports. The system shall provide concurrent report management to handle the system load and performance by multiple users. If a third-party application is being proposed, please describe any ODBC drivers or APIs required to ensure that data flows efficiently.

6.10.2.3.4.9 Analytical Reporting Environment

System shall provide an On-Line Analytical Process (OLAP) reporting environment that is integrated with the On-Line Transaction Processing (OLTP) environment to manage both online transaction and analytical processing. Describe how the system will allow end users to manipulate and derive data for analysis purposes, such as ratios, cumulative totals, trends across dimensions, and hierarchical levels.

6.10.3 Upgrades, Patches, and New Releases

In the following sections, Proposer shall describe its approach to providing updated software subsequent to the State's initial software installation.

6.10.3.1 Upgrade Process

Describe the upgrade process for the software. What is the impact on user-defined fields and tables during the upgrade process? What is the impact on any customizations previously made to the software (e.g., personalized menus, functional enhancement "bolt-on" to code)? What support does the software vendor provide during the upgrade process? What support does the Proposer provide, if the upgrade occurs during the implementation? Is the State always required to upgrade? How many versions/releases of the software are supported by the software vendor, and for how long? Describe the types of documentation that accompany the upgrade software, and the resources available if there are questions or problems applying the upgrade.

6.10.3.2 Fixes and Patches

Describe the process that the application software vendor uses to distribute software fixes and patches, and the typical process to apply fixes and patches. Describe the typical documentation that accompanies new patch releases. Are releases of fixes and patches made on a certain schedule, or are they released as they are ready? Is each release cumulative of all fixes since the last upgrade? If not, how are the patch prerequisites established? What support will the software vendor provide?

6.10.3.3 Non-State Standard Applications

If a non-State standard application is being proposed for any solution within the proposal, describe what occurs if either the Edison software is upgraded or the third-party application is upgraded. How is system compatibility verified? Contractor is responsible for maintenance and upgrade of any non-State standard software during the contract period.

6.10.3.4 Software Distribution

If the State chooses to utilize user access that requires installation of software on the user desktop, describe the process for distributing upgraded software to the user desktops.

6.10.4 Software Maintenance and Support

Describe the support available from the primary ERP software vendor, including:

6.10.4.1 Special plans defining "levels" of customer support (e.g., gold, silver, etc.).

6.10.4.2 Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).

6.10.4.3 Describe any new release items that would not be covered by the ongoing annual licensure payment quoted in the Cost Proposal.

6.10.4.4 Availability of user groups, how often they meet and how they are structured. Does the software vendor or the user group manage the agenda and contents of the meetings? Describe user group input to system fixes and future enhancements.

6.10.4.5 Problem reporting and resolution procedures.

6.10.4.6 Other support (e.g., on-site, remote dial-in, Web site access to patches, and knowledge base).

6.10.5 Future Direction

Describe the future direction of the technology of the proposed products. Also, include future plans for public sector functionality for the components of the proposed Edison solution. The Proposer shall discuss in some detail the strategic product plans for the proposed software products in this response. What have been the significant enhancements to the products in the past few years, and what is expected in the next five years? How will the solution proposed currently provide a stable robust environment for the State and provide a platform for growth and technological advances for the future?

6.10.6 Other Software Features

6.10.6.1 Americans with Disabilities Act (ADA) Compliance

In this section, the Proposer shall address its features for access by the disabled. The software vendor must be committed to providing software solutions that are accessible to individuals with disabilities. The following information must be submitted regarding compliance with the Americans with Disabilities Act (ADA) and Web Accessibility Initiative (WAI):

6.10.6.1.1 Vendor must state the degree to which proposed software meets ADA Section 508 standards and WAI Web Content Accessibility Priority 1 guidelines.

6.10.6.1.2 Where the software is not in compliance with these standards, a detailed narrative must be provided to describe plans for improving software accessibility and meeting said standards. As part of this process, the software shall make the accessibility enhancements it develops available to the State as part of its annual maintenance program.

6.10.6.1.3 If the State notifies the Vendor that a person has made a claim against the State concerning accessibility of products furnished by the Vendor under this contract, the Vendor must work with the State to remedy the claim in a timely manner. Please describe the approach to addressing such claims and minimizing the State's exposure to potential litigation.

6.10.6.1.4 If applicable, the software design phase of the project life cycle must address the needs of disabled State employees that will use the system. Additionally, the State agency with oversight authority for ADA compliance will be actively involved in the design phase. Please describe how these requirements would be addressed as part of the project plan.

6.10.6.2 List of Key Reports

To establish a complete and competitive proposal, Proposer shall include information about the standard delivered reports. In response to this section, Proposer must provide a listing of up to 25 key reports provided with the delivered system for each major functional area. A "key report" is a report that the Proposer judges would be important to the State in the operation and analysis of its regular business. The major functional areas for the purposes of this section of the response include:

- Payroll
- Human Resources
- Benefits Administration
- Insurance Administration
- Financial Management
- Budget Administration
- Procurement
- Logistics

The response for this section shall be a listing of the key reports in a table format, separated by major functional area, including the functional module from which the report is most commonly run, the name of the report, and a brief (less than 75 words) description of the report contents and how it is typically used in the system. Sample pages of the reports are not required.

RFP Attachment 6.11 – State Technical and Architectural Requirements

6.11.1 **Architecture**

The services requested through this RFP must be provided within the technical environment described by the *Tennessee Information Resources Architecture*. The proposed solution must either comply fully with the State's Architecture, or the Proposal must include a full description of the aspect(s) of the solution where exception(s) are requested, as described in the following sections.

Compliance with items marked as "Mandatory" in section 6.11.3 of this attachment is <u>not</u> optional. The proposed solution <u>must</u> comply in all particulars with items marked "Mandatory". Failure to comply <u>fully</u> with mandatory requirements will result in the disqualification of the Proposal.

A copy of the *Tennessee Information Resources Architecture* may be requested by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1. When a contract is executed pursuant to this RFP, the *Tennessee Information Resources Architecture* will be included as Contract Attachment E.

6.11.2 **Security Standards and Policies**

The Proposal must fully describe the approach to security for the proposed solution, including but not limited to the use of firewall hardware and software, Intrusion Detection/Prevention systems, other protective measures, and other measures that provide defense in depth for the proposed solution. The Proposal must fully describe the risk management approach to application development and deployment in terms of threat and vulnerability identification, analysis and prioritization and mitigation techniques.

6.11.2.1 The Proposal must describe how the proposed solution will:

6.11.2.1.1 Ensure data confidentiality, including protection from unauthorized access, while:

1. In transit – either through execution of secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful brute force attack, or comparable risk-based mechanisms;

2. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;

3. Preventive and detective access controls, and reporting mechanisms, ensuring a timely and reliable process for notification to the user, custodian, owner and/or customer in the event of a security breach.

4. Access controls must be strictly enforceable and auditable.

6.11.2.1.2 Ensure data integrity – maintain data and transaction integrity and confidentiality; where applicable address legal and regulatory issues with regard to unauthorized access, misuse or fraud audit trails, and options for resolution.

6.11.2.1.3 Ensure data reliability – maintain sufficient detail and summary information to ensure statutory and regulatory reporting and compliance responsibilities.

6.11.2.1.4 Ensure data availability – maintain data and network access continuity ensuring its availability for required business processes.

6.11.2.1.5 Ensure physical and environmental control – identify mechanisms ensuring only authorized operations personnel access data or computer facilities unless expressly approved by the Data Owner, and determine environmental control required to mitigate the risk of loss.

6.11.2.1.6 Ensure application audit capabilities – implement date-time stamp, or other mechanism sufficient to provide an audit trail for identifying critical data and resource application activity, and the reporting of unauthorized intrusions and activity or attempted breaches.

6.11.2.1.7 Ensure a rigorous change management and configuration management implementation – implement processes to maintain data integrity, confidentiality, and availability in the application change

management processes. A rigorous change management process will include preventive and detective controls ensuring only authorized changes are implemented.

6.11.2.2 **Acceptable Use Policy and Acceptable Use Agreement**

Contractor personnel who require a physical and/or logical presence (remote connection) within the State of Tennessee networked and/or physical environment must:

6.11.2.2.1 Ensure that all networked device hardware and software Operating Systems remain in conformance with the *Tennessee Information Resources Architecture* and State deployment standards, including:

1. Laptops and desktops imaged in accordance with State standards.
2. Operating System(s) managed by the State of Tennessee Microsoft Software Update Services (SUS) process.
3. Operating System(s) anti-virus protection managed by the State of Tennessee Symantec Enterprise solution.

6.11.2.2.2 Ensure that, in addition to the Operating System(s), all other required networked device software is first reviewed and approved by the State of Tennessee Office for Information Resources. All software installed on laptops and desktops must be properly licensed and maintained.

6.11.2.2.3 Ensure that all contractor personnel maintain an awareness of and remain subject to the State of Tennessee Acceptable Use Policy.

Contractor acceptance will be evidenced by the execution of agreements defined in the State's Acceptable Use Policy and Acceptable Use Agreement. See Contract Attachment C for the State's Acceptable Use Policy and Acceptable Use Agreement.

6.11.3 **Mandatory Technical and Architectural Components**

6.11.3.1 **Mandatory Software, Hardware, and Communication Standards**

The services of this RFP must be designed for implementation utilizing the product(s) and/or communication standard(s) listed below. They are State standards as defined by architectural category, sub-category, and product category in the *Tennessee Information Resources Architecture* (the "Technical Architecture")*.* Failure to comply <u>fully</u> with mandatory software, hardware, and communication requirements will result in the disqualification of the Proposal.

The Proposal must indicate the vendor's environment selection from the following mandatory environment alternatives (6.11.3.1.1 <u>or</u> 6.11.3.1.2 <u>or</u> 6.11.3.1.3) and the vendor's agreement to utilize the mandatory environment and mandatory components to deliver the services of this RFP.

6.11.3.1.1 <u>Unix Environment Mandatory Components</u>

Application Server Mandatory Components

1. Hardware: Platform Architecture/Hardware/Hardware – **Sun Microsystems**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **Solaris 9.0 or higher**

Database Server Mandatory Components

1. Hardware: Platform Architecture/Hardware/Hardware – **Sun Microsystems**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **Solaris 9.0 or higher**
3. Software: Data Architecture/Data Storage/Database Management System – Oracle 9i or higher

Web Server Mandatory Components

1. Hardware: Platform Architecture/Hardware/Hardware – **Sun Microsystems**

2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **Solaris 9.0 or higher**
3. Software: Application Architecture/Application Access/Web Server – **Oracle Apache**

Custom Development Mandatory Components (excludes development and tailoring of proprietary application software)
1. Software: Application Architecture/Application Access/Application Server – **Oracle Application Server 10g**
2. Software: Application Architecture/Application Development/Languages – **Java 1.4.2**

OR

6.11.3.1.2 z/OS zSeries Environment Mandatory Components

Application Server Mandatory Components
1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **z/OS v1.6 or higher**

Database Server Mandatory Components
1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **z/OS v1.6 or higher**
3. Software: Data Architecture/Data Storage/Database Management System – **DB2 Universal Database for z/OS 7.1 or higher**

Web Server Mandatory Components (Choice of environments)
1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **z/OS v1.6 or higher**
3. Software: Application Architecture/Application Access/Web Server – **IBM HTTP Server**
   OR
1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **SUSE Linux Enterprise Server 8 or higher**
3. Software: Application Architecture/Application Access/Web Server – **Oracle Apache**

Custom Development Mandatory Components (excludes development and tailoring of proprietary application software)
1. Software: Application Architecture/Application Access/Application Server – **WebSphere Application Server**
2. Software: Application Architecture/Application Development/Languages – **Java 1.4.2**

OR

6.11.3.1.3 Linux on zSeries Environment Mandatory Components

Application Server Mandatory Components
1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**
2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **SUSE Linux Enterprise Server 8 or higher**

Database Server Mandatory Components

1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**

2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **SUSE Linux Enterprise Server 8 or higher**

3. Software: Data Architecture/Data Storage/Database Management System – **Oracle 9i or higher**

Web Server Mandatory Components

1. Hardware: Platform Architecture/Hardware/Hardware – **IBM zSeries**

2. Software: Platform Architecture/Operating Systems/Application/Database Server Operating System – **SUSE Linux Enterprise Server 8 or higher**

3. Software: Application Architecture/Application Access/Web Server – **Oracle Apache**

Custom Development Mandatory Components (excludes development and tailoring of proprietary application software)

1. Software: Application Architecture/Application Access/Application Server – **Oracle Application Server 10g**

2. Software: Application Architecture/Application Development/Languages – **Java 1.4.2**

6.11.3.1.4 Common Mandatory Architectural Components

The proposed solution must utilize the following mandatory components to deliver the services of this RFP regardless of the environment selected.

1. Software: Application Architecture/Application Access/Web Browser – **Internet Explorer**

2. Software: Application Architecture/Application Development/Automated Testing Tools – **Compuware Test Management**, **Compuware Functionality**, and **Compuware Performance**

3. Software: Collaboration Architecture/Collaboration Tools/Office Automation – **Microsoft Office**

4. Software: Collaboration Architecture/Collaboration Tools/Spreadsheet – **Excel**

5. Software: Collaboration Architecture/Collaboration Tools/Word Processing – **Word**

6. Software: Collaboration Architecture/Document Management Lifecycle Management/Automated Data Capture – **FileNET Panagon Capture Desktop**, **FileNET Panagon Capture Pro**, and **Verity**

7. Software: Collaboration Architecture/Document Management Lifecycle Management/Document Imaging – **FileNET Panagon Content Services** and **FileNET Panagon Image Services**

8. Software: Collaboration Architecture/Document Management Lifecycle Management/Document Management – **FileNET Content Manager** and **FileNET Image Manager**

9. Software: Collaboration Architecture/Document Management Lifecycle Management/Workflow – **eProcess Services** and **Business Process Manager**

10. Software: Collaboration Architecture/Electronic Mail/Electronic Mail – **GroupWise Client 6.5.1** and **GroupWise Server 6**

11. Software: Collaboration Architecture/Electronic Mail/Gateway – **GroupWise** and **SendMail (SMTP)**

12. Software: Information Architecture/Geographic Information Systems/Data Server – **ArcIMS**

13. Software: Information Architecture/Geographic Information Systems/Desktop Client – **ArcInfo** and **ArcView**

14. Communication Standard: Network Architecture/LAN/Network Protocols – **TCP/IP**

15. Communication Standard: Network Architecture/WAN/Network Protocols – **TCP/IP**

16. Software: Security Architecture/Security Services/Virus Protection – **Symantec Antivirus 9 or higher**

6.11.3.2 **Mandatory Technical and Architectural Procedures**

The services must adhere to the State standard procedures defined below and in the *Tennessee Information Resources Architecture*. Failure to comply <u>fully</u> with these procedures will result in the disqualification of the Proposal.

For each procedure, the Proposal must indicate how the proposed solution adheres to the procedure. If a vendor deems a procedure not applicable to the proposed solution, the Proposal must indicate why. Deeming a procedure not applicable in the Proposal will <u>not</u> relinquish the Contractor's adherence to the procedure if later found to be applicable to the solution.

6.11.3.2.1 The system must operate under State standard hardware and operating systems as defined in the Platform Architecture of the *Tennessee Information Resources Architecture* where the server(s) are located remotely from users.

6.11.3.2.2 The system must restrict technical administrative functions on all servers to a non-root user level or a non-root/administrator-equivalent account.

6.11.3.2.3 The system must be designed for an n-tier deployment, as defined in the Application Architecture of the *Tennessee Information Resources Architecture*, that ensures the appropriate firewalls and access, whether physical or logical, between the presentation layer, application (business) layer, and database layer according to the proposed hardware and software solution. The deployment configuration must not allow presentation layer access to the database layer.

6.11.3.2.4 The system must be web accessible. A web-based system where all business logic is deployed on the application server and/or database server and <u>not</u> on the client is preferred. However, a web-enabled system is acceptable. Whether web-based or web-enabled, business logic must <u>not</u> reside on the web server and the deployment configuration must <u>not</u> allow web server access to the database server.

6.11.4 **Interfaces and Interoperability**

The proposed solution must utilize and/or be interoperable with the interface(s) specified below.

6.11.4.1 **Virus Protection**

The proposed solution must be compatible with the State standard for virus protection as defined in the Security Architecture of the *Tennessee Information Resources Architecture*. The solution must support loading and running the latest version of the State's virus protection solution on each of the clients and/or servers connected to the State's network that support the proposed solution.

6.11.4.2 **Electronic Mail**

The proposed solution must be compatible with the State standard for electronic mail (email) as defined in the Collaboration Architecture of the *Tennessee Information Resources Architecture*. Post Office Protocol version 3 (POP3) or Internet Message Access Protocol version 4 (IMAP4) is allowed as long as the solution is behind the firewall, uses a Secure Sockets Layer (SSL) schema utilizing the pre-defined protocols already assigned to POP3 and IMAP4, and is not accessible outside the State network. The solution must be able to send email through the State's existing Simple Mail Transfer Protocol (SMTP) email gateway.

6.11.4.2.1 Describe in detail the interoperability between the proposed solution and the State standard email system. Include diagram(s) of the interface or identify the Architectural Diagram(s) requested in 6.11.8 of this attachment that depict the interface.

6.11.4.3 **Document Management/Document Imaging/Workflow**

The proposed solution must be compatible with the State standard for document management/document imaging/workflow as defined in the Collaboration Architecture of the *Tennessee Information Resources Architecture*. For the purposes of this RFP, the products are listed in Section 6.11.3.1.4 above.

The ERP solution must have the capability to integrate with products operating in the State of Tennessee's Enterprise Content Management (ECM) infrastructure based on the following operating and database standards:

> Microsoft Windows 2003;
> Oracle Database 10g;
> Oracle Application Server 10g

The State of Tennessee's imaging/document management standard is based on the following FileNet product suites:

> Image Services;
> Content Services;
> P8 Content Manager;
> P8 Forms Manager;
> eProcess;
> P8 Business Process Manager; and
> P8 Records Manager

There are three potential integration scenarios that must be accommodated by the ERP system:

1. Content Access: Content stored in the ECM system must be accessible from the ERP environment.
2. Content Creation: Based on certain events in the ERP environment, content must be created and stored in the ECM system.
3. Process Initiation: Based on certain events in the ECM system, processes and/or transactions must be initiated in the ERP environment.

To accommodate the above scenarios the ERP system must be capable of integration with the FileNet-maintained content and/or data through the following FileNet-compatible options:

> Content Engine: Integration through either a Java or COM API.
> Process Engine: Integration through a Java API.
> Content/Data in the two previous FileNet environments should also be able to be integrated through Web Service/SOAP-compliant means.

6.11.4.3.1 Describe in detail the interoperability between the proposed solution and the State standard document management/document imaging/workflow technologies. Include diagram(s) of the interface or identify the Architectural Diagram(s) requested in 6.11.8 of this attachment that depict the interface.

6.11.4.4 **Geographic Information System (GIS)**

The system must be <u>fully</u> compatible and/or comply <u>fully</u> with the *Spatial Data Architecture for the State of Tennessee*, or the Proposal must include a full description of the aspect(s) of the solution where exception(s) are requested.

A copy of the *Spatial Data Architecture for the State of Tennessee* is available at http://gis.state.tn.us/sda.pdf. When the Contract is executed pursuant to this RFP, the *Spatial Data Architecture for the State of Tennessee* will be included as Contract Attachment F.

6.11.4.4.1 Describe in detail the compatibility and/or compliance between the proposed solution and the *Spatial Data Architecture for the State of Tennessee*. Include diagram(s) of the interface or identify the Architectural Diagram(s) requested in 6.11.8 of this attachment that depict the interface.

6.11.4.5 **State Service Portal**

The State has established a State Service Portal to provide a single access point that functions as an interactive information and transaction gateway to improve the way citizens and businesses access state government services and information over the Internet. A contract has been established with a provider of portal services. It is State policy that all Internet services provided to citizens and businesses must be accessible through the State Service Portal. Furthermore, the Portal Contractor must develop portal applications that include payment components.

The Contractor is responsible for developing any specialized applications necessary for the State Service Portal. A link to these applications will be placed on the State Service Portal.

6.11.5 Performance Standards

6.11.5.1 System Response and Availability

The proposed solution must be designed and implemented to meet the response time and availability standards described in 6.11.5.1.1 and 6.11.5.1.2. For Edison, the Proposer should assume a user load of 3500 concurrent users and as many as 16,000 users entering payroll time during one day. If response time and/or system availability degrades to a level of non-compliance during the periods specified, the Contractor must take the necessary steps to bring the system back to the required level unless the State determines that factors outside the Contractor's control, such as the State's infrastructure, are the cause.

6.11.5.1.1 Response Times

Response times of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity is required within the environment detailed in section 6.11.5.2.4. Response times will be reviewed during User Acceptance Testing (UAT) and the first four (4) months of the HR/Payroll production implementation and the four (4) months of the Financial Management/ Procurement/ Logistics production implementation.

6.11.5.1.2 System Availability

During the initial three (3) month go-live period, the Edison system shall be available and fully functional 99.90% of the time during core business hours, 98% of the time during non-core weekday hours, and 94% of the time on weekends, with scheduled down-time taking place during non-core business hours or weekends. This standard translates into downtime of 13 minutes per month during core business hours, 327 minutes per month during non-core weekday hours, and 777 minutes per month for weekend hours. Core business hours are defined by the State as 7:00 a.m. to 5:59 p.m. (CST), Monday through Friday including State holidays. Non-core weekday hours are defined by the State as 6:00 p.m. to 6:59 a.m. (CST), Monday through Friday. Weekend hours are defined as all day Saturday and Sunday.

6.11.5.2 Network Assumptions

6.11.5.2.1 The Proposal must specify the minimum bandwidth, latency, or other network assumptions for each end user location over Local Area Network (LAN) and/or Wide Area Network (WAN) to achieve response time as defined in 6.11.5.1.1 of this attachment. The specifications shall be based on a WAN average latency of 55ms.

6.11.5.2.2 The Proposal must identify any requirements to utilize Citrix servers for application presentation across thin clients or workstations using Citrix Metaframe thin client technology. If Citrix is included in the proposed solution, the Proposal must define the design and include Citrix on the Architectural Diagrams requested in 6.11.8 of this attachment.

6.11.5.2.3 The Proposal must define minimum application and/or database server requirements required to support the system and to achieve the performance as defined in 6.11.5.1 of this attachment. The vendor must review the State's current network schema to determine if the proposed solution can meet the network architecture standards (constraints) and response time requirements. A copy of the State's current network schema may be requested by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.

6.11.5.2.4 The Proposal must define minimum desktop configuration and/or software required to support the system and to achieve the performance as defined in 6.11.5.1 of this attachment. Estimate the size

of all application software required on the client desktop to run the application in a typical configuration, excluding the operating system, but including any database or other utility needs. When estimating the size of the client desktop, assume that any proposed third-party products, such as Crystal Reports, Microstrategy, or Microsoft Office, will run from the client.

6.11.5.2.5 The Proposal must specify and describe any network enhancements required for the solution based on the current end-site network(s) and bandwidth provisioning as described here:

State local area network (LAN) infrastructures are Ethernet networks typically operating at 10/100Mbps, with the majority being 100Mbps. End-site wide area network (WAN) connectivity on the metropolitan area network (MAN) operate at gigabit speed for connections between buildings; and this network connects approximately 10,000 users in the downtown campus and the state's Data Center. End-sites remote to the MAN [approximately 1,300 locations] connect to the WAN via circuits that range from fractional T1 [typically 384Kbps] to full T1 [1.544Mpbs] to multiple T1's [3-10Mbps] to full DS3 [45Mbps]. Individual users may also remotely connect to the state's Intranet via analog dial-up [56Kbps] or commercial ISP services using IPSEC VPN client software. These commercial connections may range from 56Kbps analog dial-up to DSL to other broadband connections via the Internet.

6.11.6 **Exception Request to State Standards**

The use of non-State standard products (software products, hardware products, and/or communications protocols) in the proposed solution is an exception request to State standards. State standard products are listed by product name within architectural category, sub-category, and product category and designated as "**Current**" in the *Tennessee Information Resources Architecture*. The State's goal is to limit the proliferation of non-standard technologies. Therefore, the State encourages vendors to propose solutions that utilize State standard products.

Exception requests to State standard products must be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each non-State standard product, the written information must describe the functionality that the product provides and how the product will be used in the proposed solution. The supporting documentation requested in 6.11.6.2.1, 6.11.6.2.2, 6.11.6.2.3, 6.11.6.2.4, and 6.11.6.2.5 must also be provided. Pre-approval of the product may not be considered if the requested information and supporting documentation are omitted from the exception request.

Requesting and receiving approval of non-State standard product(s) prior to submission of the Proposal will eliminate the risk of disqualification for proposing the product(s).

    a. Proposals that include non-State standard product(s), which were submitted to the State as a Written Question and approved, will not be disqualified for proposing the approved non-State standard product(s).

    b. Proposals that include non-State standard product(s), which were submitted to the State as a Written Question and disapproved, may be disqualified for proposing the disapproved non-State standard product(s).

    c. For Proposals that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, the State expects that the vendor will replace the non-State standard product with an equivalent State standard product, prior to system implementation, with no increase in the proposed cost; if the vendor will not agree to do this, the vendor's proposal will be disqualified. In the event that there is no equivalent State standard product, the State reserves the right to consider the proposed product on a case-by-case basis. For any such products, the Proposer is still required to submit the supporting documentation requested in RFP Attachment 6.2, Section 6.2.11.2. The decision to allow or disallow such products shall be at the State's sole discretion; if the State decides to disallow the product, the State may disqualify the Proposal.

A list of the approved and disapproved exception requests to State standard products submitted in writing and received by the State no later than the Written Comments Deadline will be published as an amendment to the RFP. Approval of non-State standard product(s) grants permission for any Proposal to include the product(s), i.e., use of an approved non-State standard product is not limited to the vendor that submitted the written request for approval.

6.11.6.1 **Exception Request Approval**

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Office for Information Resources. Proposed non-State standard product(s) must be listed in the Proposed Software/Hardware/Communications Table described in 6.11.9 of this attachment and marked as "Approved Exception." Software and hardware products must also meet the minimum requirements.

6.11.6.1.1 The Proposal must indicate if the proposed solution utilizes all State standard software and hardware products, non-State standard products approved prior to submission of the Proposal, or non-State standard products not approved prior to submission of the Proposal.

6.11.6.2 **Minimum Requirements and Supporting Documentation**

For each non-State standard product proposed by the vendor, the exception request described in Section 6.11.6 must include the Supporting Documentation requested in 6.11.6.2.1, 6.11.6.2.2, 6.11.6.2.3, 6.11.6.2.4, and 6.11.6.2.5.

6.11.6.2.1 The proposed product must be commercially marketed and have been generally available for no less than twelve (12) months.

6.11.6.2.2 The product manufacturer must have no announced intent to discontinue upgrades and maintenance of the product.

6.11.6.2.3 The product manufacturer must currently support the product. At a minimum, this support must include the availability of maintenance that provides for product upgrades, onsite support, and 24 x 7 telephone support.

> Supporting Documentation: Printed documentation and/or standard business letter from the product manufacturer dated within three (3) months of the Proposal submission date that includes the manufacturer contact information, product version and its release date, and information that verifies items 6.11.6.2.1, 6.11.6.2.2, and 6.11.6.2.3.

6.11.6.2.4 The product manufacturer must be financially viable.
> Supporting Documentation: Current written bank reference, in the form of a standard business letter, indicating that the product manufacturer's business relationship with the financial institution is in positive standing
>
> AND
>
> Two written, positive credit references, in the form of standard business letters, from vendors with which the product manufacturer has done business OR documentation of a positive credit rating determined by an accredited credit bureau within the last six (6) months.

6.11.6.2.5 The product(s) must be compatible and/or interoperable with the technical environment described by the *Tennessee Information Resources Architecture* and the mandatory architectural components defined in section 6.11.3 of this attachment and the interfaces and interoperability defined in section 6.11.4 of this attachment.

Supporting Documentation: Describe in detail the compatibility and/or interoperability with the State's technical environment.

6.11.7 Software Delivery Strategy

6.11.7.1 Software Product Categories

The State has identified the following seven (7) possible categories of software products that a vendor may propose to use:

- Custom-Developed Application Software

- Rights Transfer Application Software

- Proprietary Operating Environment/Utility Software Packages

- Proprietary Core System Software

- Contractor-Owned Core System Software

- Public Domain Software

- Specialized Software, Add-Ons, Plug-Ins, etc.

These categories are defined as follows:

6.11.7.1.1 Custom-Developed Application Software

Custom-developed application software is any application software developed for the State of Tennessee. See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to custom-developed application software.

No fees other than those specified in this Contract will be paid to the Contractor for custom-developed application software.

6.11.7.1.2 Rights Transfer Application Software

Rights Transfer Application Software is any pre-existing Vendor developed/owned application software, including but not limited to, complete applications, modules, components, builds, and/or individual lines of software code that is proposed as a part of the overall solution, and for which the vendor intends to transfer all ownership rights to the State. The Vendor may propose a previously developed application or some portion of a previously developed application with the intent of modifying the software to meet the State's needs. This definition does not include Proprietary Core System Software, Contractor-Owned Core System Software, Public Domain Software, or Specialized Software, Add-Ons, Plug-Ins, Components To Plug-Ins, etc., which are defined below.

See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Rights Transfer Application Software.

No fees other than those specified in the Contract resulting from the RFP will be paid to the Contractor for the software.

6.11.7.1.3 Proprietary Operating Environment/Utility Software Packages

Proprietary Operating Environment/Utility Software is fundamental system operating environment software provided at established catalog or market prices and sold or leased to the general public. These products may be subject to restrictions imposed by the State to prevent the introduction of non-standard software. Examples include operating system software and database management systems.

See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Proprietary Operating Environment/Utility Software.

6.11.7.1.4 Proprietary Core System Software

Proprietary Core System Software is commercially available application software, including Commercial Off-The-Shelf (COTS) solutions, owned by a subcontractor or third-party that is proposed to deliver the

overall or primary solution functionality. This definition does not include Rights Transfer Application Software, Proprietary Operating Environment/Utility Software, Contractor-Owned Core System Software, or Specialized Software, Add-Ons, Plug-Ins, etc., which are defined in 6.11.7.1.2, 6.11.7.1.3, 6.11.7.1.5, and 6.11.7.1.7 of this attachment.

If Proprietary Core System Software is proposed, the State will also enter into one or more software licensing agreements with the subcontractor or third-party that owns the software. See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Proprietary Core System Software.

No fees other than those specified in the Contract resulting from the RFP will be paid to the Contractor for the software.

6.11.7.1.5   Contractor-Owned Core System Software

Contractor-Owned Core System Software is commercially available application software, including Commercial Off-The-Shelf (COTS) solutions, owned by the Vendor making the Proposal, which is proposed by the Vendor to deliver the overall or primary solution functionality. This definition does not include Rights Transfer Application Software, Proprietary Operating Environment/Utility Software, Proprietary Core System Software, or Specialized Software, Add-Ons, Plug-Ins, Or Components To Plug-Ins, which are defined in 6.11.7.1.2, 6.11.7.1.3, 6.11.7.1.4, and 6.11.7.1.7 of this attachment.

If Contractor-Owned Core System Software is a part of the system, the State shall enter into a software licensing agreement with the Contractor. Any such licensing agreements shall be included (in original or modified form) as addenda to the Contract, and the State's signature on the Contract shall constitute the State's written agreement to the provisions so included. The State will not sign separate Contractor licensing agreements. Moreover, in the event of any conflict between the terms of this Contract and the terms of any Contractor software licensing provisions, the terms of the Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing provisions prior to agreeing to them, if the State deems this necessary in order to meet State legal requirements.

See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Contractor-Owned Core System Software.

No fees other than those specified in the Contract resulting from the RFP will be paid to the Contractor for the software.

6.11.7.1.6   Public Domain Software

Public Domain Software is software that is available to the State free of charge, either directly from the supplier of such software, or through transfer by the Contractor.

See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Public Domain Software.

No fees other than those specified in the Contract resulting from the RFP will be paid to the Contractor for the software.

6.11.7.1.7   Specialized Software, Add-Ons, Plugs-Ins, etc.

Specialized Software, Add-Ons, Plug-Ins, etc. is any other software, apart from the Proprietary Operating Environment/Utility Software (see 6.11.7.1.3), that is required for the operation or maintenance of the solution in addition to the application software. It can be Vendor or third-party owned. Examples include specialized software, such as Word or Excel, or software development tools. These products may be subject to restrictions imposed by the State to prevent the introduction of non-standard software. See 6.11.3 of this attachment for mandatory software requirements and 6.11.6 of this attachment for exception requests to State standards.

See Contract Section E.6 for additional information pertaining to the State's ownership rights with regard to Specialized Software, add-Ons, Plug-Ins, etc.

No fees other than those specified in the Contract resulting from the RFP will be paid to the Contractor for the software.

6.11.7.2 **Software Delivery Strategy Response**

The vendor must fully describe its strategy with regard to the software components that it proposes to make up the system solution. The descriptions provided must be comprehensive and include all Software products that the vendor expects to use. See RFP Attachment 6.1, Contract Section A.9, for details specific to the software procurement process.

For Edison, the Vendor may propose software from the following categories, as described above:

- Custom-Developed Application Software

- Rights Transfer Application Software

- Proprietary Operating Environment/Utility Software Packages

- Proprietary Core System Software

- Contractor-Owned Core System Software

- Public Domain Software

- Specialized Software, Add-Ons, Plug-Ins, etc.

The Proposal must clearly indicate which application software category or categories are proposed in the solution. Submission of a Proposal indicates Vendor agreement to abide by the stipulations specified in section 6.11.7.1 and its sub-sections of this attachment and Contract Section E.6 for each indicated software category proposed in the solution.

Regardless of the delivery strategy, with the exception of costs for State-standard software as defined in the Technical Architecture, the Vendor must include all costs associated with the development, customization, and/or modification of the system as a part of the Cost Proposal. The Vendor shall not include any costs in its Cost Proposal for State-standard software. See RFP Attachment 6.5, Cost Proposal, for details concerning the Cost Proposal requirements. Do not include Cost Proposal or pricing information in the Technical Proposal response.

6.11.7.2.1   **Information Regarding All Application Software Categories**

The Proposal must include the following documentation for each pre-existing application software category utilized. This includes the following software categories:

- Custom-Developed Application Software

- Rights Transfer Application Software (complete application or components)

- Proprietary Core System Software

- Contractor-Owned Core System Software

- Public Domain Software

6.11.7.2.1.1 Identify the application's programming language(s), data base management system, and version(s).

6.11.7.2.1.2 Identify the development tools required for maintenance of the application. Provide the specific types of modifications that can be made with the development tools, including illustrative examples. Explain which development tools are included for use by the State after the implementation as well as during the implementation. Describe the ability of State staff to make use of development tools to optimize the software as needed post-implementation.

6.11.7.2.1.3 Describe any toolsets that are bundled or are included as part of the solution that are designed for tuning or optimizing the performance of the database.

6.11.7.2.1.4 Identify any third-party software, add-ons, plug-ins, components to plug-ins, etc. required for operation or maintenance of the application.

6.11.7.2.1.5 Describe the media on which the software will be delivered.

6.11.7.2.1.6 Describe the recommended installation procedure.

6.11.7.2.1.7 Provide a description and samples of documentation that will be delivered with the application.

6.11.7.2.2   **Rights Transfer Application Software Usage**

Selection of Rights Transfer Application Software will not alter the requirements or deliverables outlined in this RFP.

If Rights Transfer Application Software is proposed as a part of the application solution, the Proposal must describe in detail how the software will be modified to satisfy the business functional requirements set forth in the RFP and to fit in the State's technical environment.

Since the software is a part of the proposed solution, <u>the Vendor must include all costs for the software in the Cost Proposal response</u>. See RFP Attachment 6.5, Cost Proposal, for details concerning the Cost Proposal requirements. Do <u>not</u> include Cost Proposal or pricing information in the Technical Proposal response.

The Proposal must include the following documentation for all Rights Transfer Application Software:

6.11.7.2.2.1 If applicable, provide the name and version of the application software.

6.11.7.2.2.2 Provide by whom and for what purpose the application software was originally developed.

6.11.7.2.2.3 Provide the age of the application software and a history of significant upgrades.

6.11.7.2.2.4 Provide the number of installations that currently use the application software. If applicable, provide the version number of the application currently installed at each installation.

6.11.7.2.2.5 Identify all volume limitations designed into the application software.

6.11.7.2.3   **Proprietary Application Software Usage**

Selection of Proprietary Application Software and Contractor-Owned Core System Software Usage will not alter the requirements or deliverables outlined in this RFP. The Proposal must include the following information if a proprietary application software package is proposed. This includes the following software categories:

- Proprietary Core System Software

- Contractor-Owned Core System Software

If either of these categories of software is proposed as a part of the application solution and the software will be modified to satisfy the business functional requirements set forth in the RFP, the Proposal must describe the modifications in detail. The Proposal must also describe how the software fits in the State's technical environment.

Since the software is a part of the proposed solution, <u>the Vendor must include all costs for the software in the Cost Proposal response</u>. See RFP Attachment 6.5, Cost Proposal, for details concerning the Cost Proposal requirements. Do <u>not</u> include Cost Proposal or pricing information in the Technical Proposal response.

The Proposal must include the following documentation for all proposed Proprietary Core System Software and Contractor-Owned Core System Software:

6.11.7.2.3.1   Provide the name, version, and manufacturer of the application.

6.11.7.2.3.2   Provide the age of the application and a history of significant upgrades.

6.11.7.2.3.3   Provide the number of installations that currently use the application.

6.11.7.2.3.4   Identify all volume limitations designed into the application.

6.11.7.2.3.5 Describe any plans, no matter how tentative, the Vendor/manufacturer has for replacing the application, for selling it to another company, or for terminating it as an active product of the company.

6.11.7.2.3.6 Describe plans for enhancement(s) to the application. For each enhancement planned, the Vendor must provide a description of the enhancement, the impact the enhancement will have on clients, the scheduled date for the release, and the current status of the release.

6.11.8 Architectural Diagrams

Products listed in the Proposed Software/Hardware/Communications Table requested in 6.11.9 of this attachment, including those pre-designated as "Mandatory", must be represented on the following diagrams. It is anticipated that most products listed in the table, with the possible exception of products used exclusively for development and testing, will be represented on the diagram(s). Failure to include the requested diagrams may result in the disqualification of the Proposal.

6.11.8.1 Application Diagrams

Describe and present in clear graphics and illustrations, the proposed application structure and environment, and how it is expected to meet the technical requirements described in this RFP. This section shall specify how the proposed application architecture partitions the application's presentation, business logic, and data access services across appropriate hardware/network platforms. This section shall also address the integration of the proposed application development environment, testing environment, production environment, and application architecture. It must also address the full scope of the proposed software solution, including any subsystems that may be necessary to meet requirements for system interfaces and management reporting.

6.11.8.2 Network Diagrams

Provide a comprehensive set of diagrams of all hardware, software, and communications components required to support the proposed solution within the State network. Diagrams must show pertinent aspects of the proposed solution including, but not limited to, physical placement of all equipment required for the proposed solution to function in the State environment. The Proposal must identify each item depicted on the physical connectivity diagrams, hardware functionality, connectivity to the backbone, workgroup, and access layers and how it will merge with existing State network infrastructure and function in a condition of high availability (if applicable). Logical drawings must be included in the proposed solution and describe data flows in direct correlation to the functionality of items on the physical diagrams including, but not limited to, the function of capturing, storing, sorting, presenting, and preserving State data. The solution must show the number and placement of servers, including but not limited to database, email, FTP and Web servers, end user desktops, laptops and associated equipment. Where applicable the proposal must provide information related to unique placement of network infrastructure devices required to enable the operation of the system in the State's environment. These network infrastructure devices may include switches, routers, bridges, VPN access routers, and firewalls necessary to insure proper network segmentation, routing, data aggregation and filtering; and the number and placement of high-end switches, PBX, enterprise routers, and other such high performance WAN modules that may be needed to assure fast, reliable, load and fault tolerant delivery of solution data.

6.11.8.3 Security Diagrams

Provide a comprehensive set of diagrams of all hardware, software, and communications components necessary to provide the required level of security. Items depicted in these diagrams shall include, but are not limited to, both physical and logical security components. Physical security components if required, may include items such as keyed and/or electronic door locks on computer cabinets and racks, IDF closets, computer rooms, data centers, safes, fire retardant storage facilities, and off-site data archival facilities. Logical security components are software, procedures, standards, or practices required in the administration of the solution in the State's wide area network (WAN) and protection of any services provided by WAN or local area network (LAN) through usage of the network environment's security policies. The vendor must identify logical security safeguards being proposed and depict same on the security diagrams. The diagram shall also depict the common network services required to implement the logical security components of the solution.

6.11.9 **Proposed Software/Hardware/Communications Table**

All software and hardware products and communications protocols proposed to deliver the services requested through this RFP must be listed in the Proposed Software/Hardware/Communications Table. Disclosure of additional software and/or hardware products or communications protocols required to deliver the services after Contract signing will, at the State's discretion, be considered reason for Contract cancellation.

6.11.9.1 **Table Headings**

The headings within the Proposed Software/Hardware/Communications Table are defined as follows:

6.11.9.1.1 The header rows that contain headings of "Application Architecture", "Collaboration Architecture", "Data Architecture", "Information Architecture", "Network Architecture", "Platform Architecture", "Security Architecture", and "Systems Management Architecture" denote the Architecture Category divisions within the table and correspond to the header rows with the same headings in the *Tennessee Information Resources Architecture*.

6.11.9.1.2 The header row that contains a heading of "Other" denotes the section where products that provide functionality without a corresponding Architecture Category, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture* are listed.

6.11.9.1.3 The "Architecture Sub-Category" and "Product-Category" column headings correspond to the column headings with the same titles in the *Tennessee Information Resources Architecture*.

6.11.9.1.4 The "Proposed Product" column is the name of the product being proposed by the vendor to deliver the functionality defined by the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture*.

6.11.9.1.5 The "Mandatory" column denotes the product listed is mandatory as defined in 6.11.3 of this attachment and <u>must</u> be used to deliver the functionality defined by the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture*. The appropriate rows will be pre-filled by the State to match products listed as mandatory in section 6.11.3.1 of this attachment.

6.11.9.1.6 The "Not Applicable" column denotes the functionality defined by the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture* is not required to deliver the requested service(s) in the proposed solution and therefore, no product is being proposed.

6.11.9.1.7 The "State Standard" column denotes the product proposed to deliver the functionality is listed under the "Product" column and marked with an "X" in the "Current" column in the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture*.

6.11.9.1.8 The "Approved Exception" column denotes the product proposed to deliver the functionality is not listed under the "Product" column in the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture* OR is listed under the "Product" column and marked with an "X" in the "Emerging", "Twilight", or "Obsolete" column in the corresponding Architecture, Architecture Sub-Category, and Product Category in the *Tennessee Information Resources Architecture*. By marking an "X" in the Approved Exception column, the vendor is confirming that the vendor has requested and received a pre-approved exception to use the software, as described in RFP Attachment 6.11, Section 6.11.6.

6.11.9.1.9 The "Containing Diagram Number(s)" column denotes the section number(s) of all diagram(s) in the Proposal that contain the proposed product.

6.11.9.2 **Table Instructions**

The Proposed Software/Hardware/Communications Table must be completed as follows:

6.11.9.2.1 Mandatory Product Categories and associated product(s) defined in 6.11.3 of this attachment are pre-designated in the table. A mandatory Product Category row may contain a single State standard product or multiple State standard products.

A single State standard product in a single mandatory Product Category row indicates the product <u>must</u> be used for Product Category. When multiple State standard products are listed in a single mandatory Product Category row, the Vendor <u>must select one</u> of the pre-designated products for the Product Category. The products are separated by the word "**OR**". The Vendor <u>must indicate the selected product by deleting the other choices</u> from the row. Overall product selections must correspond to the products allowed for a mandatory environment as defined in section 6.11.3.1.1, 6.11.3.1.2, or 6.11.3.1.3 of this attachment.

The Vendor must not otherwise modify or repeat a Product Category row that is marked as "Mandatory" in the RFP. Modification of a mandatory Product Category <u>will</u> result in the disqualification of the Proposal. Furthermore, submission of a Proposal indicates Vendor agreement to use said mandatory product(s) to deliver the services requested through this RFP.

6.11.9.2.2 Each proposed product including commercial off-the-shelf (COTS) software, specialized third-party software, add-ons, plug-ins, components to plug-ins, etc. must be listed under the "Proposed Product" column in the table row that corresponds to the Architecture Category, Architecture Sub-Category, and Product Category of the *Tennessee Information Resources Architecture,* which defines the functionality of the proposed product. Rows may be repeated as necessary where multiple products are proposed for a single Product Category. If a proposed product does not have a corresponding Architecture Category, Architecture Sub-Category, and Product Category, the product must be listed in the "Other" section at the end of the table. Rows may be added in the "Other" section as necessary.

6.11.9.2.3 The Vendor must place an "X" in one and only one of the columns labeled "Not Applicable", "State Standard", or "Approved Exception" for each row in the table that does not contain a mandatory product. Rows containing a Vendor proposed product must be marked "State Standard" or "Approved Exception" as appropriate. Rows containing no product must be marked as "Not Applicable" to indicate the Vendor has reviewed the Product Category and that the requested service(s) is not required in the proposed solution and no product is proposed.

All rows in the Proposed Software/Hardware/Communications Table must contain a product and be marked as "Mandatory", "State Standard", or "Approved Exception" OR contain no product and be marked as "Not Applicable" for the table to be considered complete. An incomplete table <u>may</u> result in the disqualification of the Proposal.

6.11.9.2.4 For each proposed product in the table, the Vendor must specify the section number(s) of diagram(s) in the Proposal that contain the proposed product in the "Containing Diagram Number(s)" column.

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Application Architecture							
Application Access	Application Server **(Indicate Selection)**	Oracle Application Server 10G **OR** WebSphere Application Server	X				
	Web Browser	Internet Explorer	X				
	Web Server **(Indicate Selection)**	Oracle Apache **OR** IBM HTTP Server	X				
Application Change Management	Application Change Management						
Application Development	Automated Testing Tools - Test Management	Compuware	X				
	Automated Testing Tools - Functionality	Compuware	X				
	Automated Testing Tools - Performance	Compuware	X				
	Languages **(Indicate Selection)**	Java 1.4.2 **OR** COBOL for z/OS and OS/390	X				
	Tools & Utilities						
	Web Application Development Tools						
	Web Graphical User Interface Development Tools						
Output Management	Output Management						

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Collaboration Architecture							
Collaboration Tools	Desktop Publishing						
	List Management Software						
	Office Automation	Microsoft Office	X				
	Project Management						
	Spreadsheet	Excel	X				
	Word Processing	Word	X				
Directory Services	Directory Services						
Document Lifecycle Management	Automated Data Capture	FileNET Panagon Capture Desktop	X				
	Automated Data Capture	FileNET Panagon Capture Pro	X				
	Automated Data Capture	Verity	X				
	Document Imaging	FileNET Panagon Content Services	X				
	Document Imaging	FileNET Panagon Image Services	X				
	Document Management	FileNET Content Manager	X				
	Document Management	FileNET Image Manager	X				
	Workflow	eProcess Services	X				
	Workflow	Business Process Manager	X				
Electronic Mail	Electronic Mail	GroupWise Client 6.5.1	X				
	Electronic Mail	GroupWise Server 6	X				
	Gateway	GroupWise	X				
	Gateway	SendMail (SMTP)	X				

	List Management Software							
Mobile Devices	Data Synchronization							
	Handheld Devices							
Web Publishing	Web Publishing							

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
**Data Architecture**							
Data Access	Database Middleware						
Data Management	Data Backup/Recovery						
	Data Movement						
	Data Quality						
	Data Translator						
	Extract, Transform, and Load						
	Repository						
Database Storage	Database Change Management						
	Database Management System **(Indicate Selection)**	Oracle 9i or higher **OR** DB2 Universal Database for z/OS 7.1 or higher	X				
	Database Monitoring						
Database Structure	Data Modeling/Database Design						

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
**Information Architecture**						
Business Intelligence	Data Analysis						
	Data Mining						
	Information Delivery						
	Query/Reporting						
Geographic Information Systems (GIS)	Data Server	ArcIMS	X				
	Desktop Client	ArcInfo	X				
	Desktop Client	ArcView	X				
	PDA Client						

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
/7 Network Architecture							
LAN	File Access and Transfer Service						
	Network Protocols	TCP/IP	X				
WAN	Network Protocols	TCP/IP	X				

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Platform Architecture							
Hardware	Hardware (**Indicate** Application Server **Selection Here)**	Sun Microsystems **OR** IBM zSeries	X				
	Hardware (**Indicate** Database Server **Selection Here)**	Sun Microsystems **OR** IBM zSeries	X				
	Hardware (**Indicate** Web Server **Selection Here)**	Sun Microsystems **OR** IBM zSeries	X				
Host Communications	Host Communications						
Operating Systems	Application/Database Server Operating System (**Indicate** Application Server **Selection Here)**	Solaris 9.0 or higher **OR** z/OS v1.6 or higher **OR** SUSE Linux Enterprise Server 8 or higher	X				
	Application/Database Server Operating System (**Indicate** Database Server **Selection Here)**	Solaris 9.0 or higher **OR** z/OS v1.6 or higher **OR** SUSE Linux Enterprise Server 8 or higher	X				
	Application/Database Server Operating System (**Indicate** Web Server **Selection Here)**	Solaris 9.0 or higher **OR** z/OS v1.6 or higher **OR** SUSE Linux Enterprise Server 8 or higher	X				
	File and Print Services						
	Handheld Devices						

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Security Architecture						
Data Storage Encryption Methods	Encryption Tools						
Data Transmission Encryption Methods	Certificate Authority/ Public Key Infrastructure						
	Encrypted Transport Protocols						
	VPN						
Encryption Standards	Hash Functions						
	Public Key Encryption						
	Symmetric Key Encryption						
Security Services	Anti-Spam						
	Authentication Protocol						
	Certificates						
	Firewall						
	Intrusion Detection						
	System/Data Security						
	Virus Protection	Symantec Antivirus 9 or higher	X				

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Systems Management Architecture							
Backup/Retrieval	Backup/Retrieval						
Help Desk	Problem Control Management						
Monitoring	Performance Tuning						
Online Access	Internet Access						
	TP Monitors						
Software Management	Software Distribution						
Storage	Storage Management						
Training	Computer Based Training						

Architecture Sub-Category	Product Category	Proposed Product	Mandatory	Not Applicable	State Standard	Approved Exception	Containing Diagram Number(s)
Other							
N/A	N/A		▓	▓	▓		
N/A	N/A		▓	▓	▓		

RFP Attachment 6.12 – Implementation Services Specifications

Att 6.12   Scope of Implementation Services

The Proposer shall address its approach to providing the following services to the State in its proposal. Complete specifications for the services addressed by the RFP are detailed in Section A, Scope of Services, of RFP Attachment 6.1, *Pro Forma* Integrator Contract.

6.12.1 Project Management

6.12.1.1   Project Manager

The Proposer shall describe its approach to project management, including the provision for a full-time, experienced Project Manager and a Deputy Project Manager who will be accountable for all services and deliverables provided under the contract resulting from this RFP, and who will work to ensure the on-time delivery and successful deployment of a functioning system that meets the State's requirements and the successful ongoing operation of the Edison solution. As part of its project management approach, the Proposer shall describe the project management tools, standards, controls, and procedures that will be utilized to create a proven, reliable process to deploy the system statewide. This section shall also include a brief description of the Proposer's approach for managing the project on a daily basis.

6.12.1.2   Project Management Methodology

The Proposer shall utilize the State's Information Technology Management (ITM) in the development of its approach to the Edison Project. Please see Section B.3 in Contract Attachment B, ERP Scoping Information, for information regarding the State's ITM.

The Proposer shall describe how it will deploy its System Development Methodology in the framework of the State's ITM, particularly as it relates to the implementation of commercial off-the-shelf (COTS) product implementations. The discussion shall specifically identify certifications the Proposer has received, including the Software Engineering Institute's (SEI) Capability Maturity Model (CMM) assessments, the International Organization for Standardization (ISO) 900x certifications, the Institute of Electrical and Electronics Engineers' (IEEE) Software Engineering Standards, the Project Management Institute (PMI) Project Management Professional (PMP) certifications, and any other pertinent certifications. The intent of this discussion is to provide assurance to the State of the Proposer's demonstrated ability to manage large, complex ERP projects in a manner that ensures quality, project success, long-term viability, and optimal cost of ownership.

6.12.1.3   Project Work Plan

The Proposer shall provide a detailed Project Work Plan for all proposed project tasks, including the deliverables listed in Section A of RFP Attachment 6.1, *Pro Forma* Integrator Contract. The Project Manager will monitor and update the Project Work Plan, revising as appropriate. The plan must be accessible via Microsoft Project 2000®, and shall be included with the response in both a printed copy bound with the Technical Proposal and an electronic copy of the file in Microsoft Project format. (Do not submit in only PDF format.) The plan must include the requirements specified in RFP Attachment 6.1, Contract Section A.21.a.3, Master Project Workplan. State leadership believes that the target production dates described in Contract Section A.4 provide adequate time for satisfactory completion of the project. If a Proposer proposes any other implementation timeline, such a proposal will be considered an alternative proposal and may be disqualified.

In addition to the detailed Project Work Plan, Proposers must submit a high-level timeline for their proposed approach in a Gantt chart accessible by Microsoft Project 2000®. The timeline must be included in both printed and electronic formats, and the electronic version must be submitted electronically in Microsoft Project file format.

6.12.1.4   Project Controls, Standards, and Procedures

The Proposer shall describe its approach to establishing written project controls, standards and procedures for all project tasks for which it will be responsible. These documents must be in alignment with the State's Information Technology Methodology (see Contract Attachment B, ERP Scoping Information, Section B.3 for more information) and will be reviewed and approved by the State's Project Team. The Proposer shall describe the process for communicating project controls, standards and procedures to all members of the project team. This approach shall address, but is not limited to:

- ♦ Processes for managing project documentation;

- ♦ Software version control;

- ♦ Naming conventions;

- ♦ Project change control;

- ♦ Timekeeping procedures; and,

- ♦ Meeting procedures.

6.12.1.5   Risk Management Plan and Procedures

The Proposer shall describe its approach to identifying and assessing potential risks to the project as well as identifying and managing actions to avoid, mitigate, or manage those risks. The Proposer shall include the provision of the appropriate methods, tools and techniques for active identification and assessment of project risks; development of risk avoidance, mitigation, or management strategies; and monitoring and reporting of risk status throughout the life of the project.

6.12.1.6   Service Transition

The Proposer shall describe its approach to preparing the processes and responsibilities for transferring the System to State control. The description shall include all elements necessary to transfer a fully functioning system, including software, hardware, data, and processes.

Also, as part of the service transition, the Proposer shall describe their knowledge transfer strategy throughout the project as documented in the Knowledge Transfer Plan, to ensure that State employees are prepared to operate and maintain the system at transition. The response shall describe the specific procedures that the Contractor will undertake to mentor State staff and ensure adequate State experience and knowledge of the system by the transition time.

6.12.2 Software Installation, Testing and Tuning

The following software installation, testing and tuning activities are within the Proposer's scope for this project. The Proposer shall describe its approach to providing the services and activities associated with the each of the following:

- ♦ Technical assistance for the sizing and procurement of infrastructure hardware and systems software;

- ♦ Evaluation of the State's WAN capacity, and specific recommendations concerning any needed WAN upgrades;

- ♦ Initial software installation to support design, configuration and testing;

- ♦ Structure and maintenance of planned database instances/ environments:

♦ Approach to quality assurance, and procedures and processes for all phases of testing and quality assurance, including parallel testing for payroll; and,

♦ Database performance and tuning.

6.12.3 Business Process Design and Software Configuration

The Proposer shall describe its approach to validate the generic "To Be" processes developed prior to this award, and how said "To Be" processes will be revised to address the best practices inherent in the proposed ERP solution. This approach must also address how the Proposer intends to ensure that the State's detailed system requirements as detailed in RFP Attachments 6.8, 6.9 and 6.11 are met. The Proposer will assist the State in identifying appropriate business process improvement opportunities, documenting the desired change, and planning and implementing the business process changes. Proposer shall also describe how this process integrates with its approach to project communications and cultural change management, since many of the change management issues involve changes to the State's business processes.

The Proposer shall then describe its approach and methodology to be used to configure the Edison software in accordance with the new business process design. This section shall also describe:

♦ Tools and procedures available to aid in the software configuration process;

• Process to be used to establish the State's account code classification structure and budgetary control structure to ensure that all CAFR reports can be successfully produced, all governmental fund accounting requirements are met for all fund types, all needs for accrual, modified accrual, and cash basis reporting will be met, and provide flexibility for user agencies to meet their federal, State and internal cost accounting (e.g., grant, project) needs;

♦ Documentation to be provided to support the software configuration; and,

♦ Process for validating configuration against the State's documented processes and requirements.

6.12.4 Customizations

In the following sections, the Proposer will describe its approach for addressing the various types of customizations as follows:

♦ Reports Analysis and Development;

♦ Enhancements and Modifications;

♦ Interface Development;

♦ Data Conversion; and,

♦ Workflow Configuration

6.12.4.1   Reports Analysis and Development

The Proposer shall describe its approach to providing reporting functionality using tools that are robust enough to support present and future reporting needs for all functional areas. Delivered reports must be designed with the flexibility to be easily modified as functional and reporting requirements change. The reporting tool should be easy to learn and use, easily accessed from the Web, and have a similar "look and feel" as other system modules. If a non-State standard product is recommended, all costs associated with product purchase, installation, maintenance and training must be included in the Cost Proposal. Do not include cost data in the Technical Proposal. (See the *Tennessee Information Resources Architecture* for the list of State standard products.)

The Proposer shall describe an offering that provides, at a minimum, the following report analysis and development services to meet the unique statewide and agency reporting needs:

♦ Analysis of statewide and agency-specific reporting requirements and classification of said needs by priority and type;

♦ Analysis and proposal of ways to reduce the State's use of paper in meeting its reporting needs using State-standard tools where possible (i.e., electronic report distribution and online/web-based report viewing); and,

♦ Analysis, and if appropriate, recommendations to refine the State's report distribution and printing system; and,

♦ Design, development, and testing of reports as specified in Section A, Scope of Services, of RFP Attachment 6.1, *Pro Forma* Integrator Contract.

6.12.4.2 Enhancements and Modifications

While the State intends to minimize modifications made to the Edison software to the maximum extent possible, it is expected that some modifications will be required. The Proposer shall describe its approach to producing high-level functional designs for the enhancements / modifications for review and approval once proposed software enhancements / modifications are identified through a structured fit/gap analysis process. The Proposer shall include its business-justification process for prioritizing and approving each of the identified potential enhancements.

The Proposer shall describe its approach to making enhancements or modifications to the baseline software solution in a manner that facilitates an easy, low-cost and low risk migration to new releases of the baseline product. Proposer shall describe its approach to coding and documenting modifications in such a way as to ensure that they can be easily re-applied when the State upgrades to new releases of the proposed software.

6.12.4.3 Interface Development

The Proposer must describe its approach for the design, development, testing, and deployment of automated interfaces between the Edison system and other State systems.

The Proposer will be responsible for the development and deployment of a set of standard inbound and outbound interfaces for the State to process transactions to and from those State administrative systems not replaced by the new Edison system (see RFP Attachment 6.14, Background on Existing State Administrative Systems). The Proposer will also be responsible for developing all temporary interfaces that are needed for the period of time between the time that HR/Payroll goes live and Financial / Procurement / Logistics goes live. Also, depending on the schedule of deployment for Financial / Procurement / Logistics functions, the deployment waves for this stage could create the need for temporary interfaces from legacy systems to Edison. For more details on the scope of services regarding interface development, please refer to Section A of RFP Attachment 6.1, *Pro Forma* Integrator Contract.

6.12.4.4 Data Conversion

The Proposer shall describe its approach to performing all required data conversion activities associated with the project, including confirming statewide, agency-specific, and supplier data conversion requirements, and developing a comprehensive data conversion plan. The detailed requirements and responsibilities for data conversion are described in Section A of RFP Attachment 6.1, *Pro Forma* Integrator Contract.

Data conversion for the financial and purchasing systems is expected to only involve the data that is required to set up the master data files and convert over balances and open transactions so that normal State business can resume on system production date. The State's financial and purchasing history is currently accessible via archival tools. The legacy financial and purchasing systems (e.g., TOPS and STARS – see RFP Attachment 6.14, Background on Existing State Administrative Systems, for more information) are not required to access this historic information using the archival tools. Therefore, accessing financial and purchasing history data using the current archival tools after the legacy financial and purchasing systems are decommissioned should not be an issue.

Data conversion for HR/Payroll includes all balances and master file information for accurate payroll and employee leave calculations on system production date. Human resource and payroll history is not currently accessible via archival tools. The history data for HR and payroll is stored in SEIS (see RFP Attachment 6.14 for more information). The State desires to maximize its return on investment by decommissioning the SEIS application no more than eighteen (18) months after the new Edison system goes into production. The State believes that leaving the history data in SEIS and keeping this system available for history access is not feasible. Therefore, the human resource and payroll history shall be converted from the following systems to an external data repository and reporting tool, although this data is not required at the time when the Edison system goes into production. The history data includes:

♦ All personnel history records currently accessible through SEIS, including employees, applicants, training, position and classification data;

♦ Sixteen years (16) years of insurance benefits history from TIS;

♦ Thirteen years (13) of flexible benefits history from FLEX; and,

♦ Four (4) years of payroll history.

The Proposer's response must describe a proposed solution that will allow the State to decommission the legacy application systems where this data currently resides within 18 months of the Edison system's production date. One solution might include converting human resource and payroll history to the Proposer's data warehouse, but the State is open to other cost-effective alternatives from the Proposer. Any data repository for this legacy data must be:

♦ Accessible online for query and reporting, not requiring intervention from information system staff to load a tape or extract information;

♦ Able to be secured by user;

♦ Similar in format and content to the current legacy system queries and reports; and,

♦ Able to be updated by users with proper access privileges.

6.12.4.5 Workflow Configuration

The Proposer shall describe its approach to analyzing, establishing, documenting, and assisting in deployment of the workflow, electronic notification and electronic approval processes that are built into the system at all agencies, as well as those developed during the project. The approach shall include a recommended schedule and/or priority for deploying these features at the State, based on the Proposer's experiences with implementations of similar size and scope.

Beyond the workflows/notifications listed in Contract Section A of RFP Attachment 6.1, *Pro Forma* Integrator Contract, Proposer shall recommend other workflows and notifications that the State could consider deploying, and a recommended schedule for deployment of this additional functionality. Implementation of these recommendations for additional workflows and notifications beyond Contract Section A is not within the scope of the requested response to this RFP, and shall not be included in the quoted costs.

6.12.4.6 Security Configuration

Proposer shall describe its approach to analyzing, establishing, and documenting security functions across all Edison modules, and integrating these security functions into the State's security network. Describe options for configuring application security that the State may want to consider, and advantages or disadvantages of proposed approaches. As detailed in the RFP Attachment 6.1, *Pro Forma* Integrator Contract, Contractor will be responsible for configuring application security according to the Security Plan, in close partnership with the State.

6.12.5 Training and Documentation

The Proposer shall describe its approach to providing "just-in-time" training to ensure that all State and supplier end users have the knowledge and capabilities necessary to effectively use the Edison application and technology. The description shall include the following:

- Assessment of end user training needs;

- Minimum knowledge and abilities required of training personnel and end users. There are five (5) broad categories or target groups of end users as follows:

  - Functional end users from state agencies, local governments, higher education and suppliers;

  - Trainers responsible for delivering the training;

  - Help desk/user support specialists;

  - Project team members: and

  - Agency executives, managers and agency liaisons;

- Overview of the proposed training plan, training topics and the methodology for providing training to all users, including options for on-site or off-site training services, for project team members, end users, and technical personnel;

- Proposed training plan for State project team members;

- Proposed training schedule, including project training milestones;

- Orientation of the project team, State executives, managers and agency liaisons;

- Availability of on-line training and the degree to which training can be customized to the processes that are developed during implementation;

- Train-the-trainer workshops/experiences to prepare trainers;

- Training and certification process for help desk/user support specialists;

- Training and certification process for classes so that end users can obtain continuing education credit;

- Training documentation for training system administrators, trainers and class participants;

- Structure, development and maintenance of valid representative data for training purposes and for end user "practice" outside of the classroom;

- Ongoing assessment of the effectiveness of training presented;

- Coordination of training with other aspects of project (including functional and technical requirements as well as cultural change management and user support); and,

- Approach to on-going training after the system is in production (e.g., new hire training, "refresher" training, training on new software functionality).

Representative user counts and other training information that may be useful to the Proposer are included in Contract Attachment B, ERP Scoping Information. The level of staffing for the training area that the State is providing, and that the Proposer is expected to include, is discussed in Contract Section A.14.a.

As part of its response to this section, the Proposer shall describe its proposed approach for developing/ maintaining technical and user documentation, including manuals, quick reference guides, tutorials, help, and other techniques as appropriate. Describe the approach used to keep technical and user documentation

current throughout the project, and throughout the life of the system. A Training Plan will be prepared during the early phase of the project to formalize the final approach to user documentation.

6.12.6 Cultural Change Management

The Proposer shall describe its approach and recommended methodology to providing cultural change management services for a statewide ERP system. As noted in Contract Section A.14.a, the Proposer will provide one full-time Change Management resource to the project for guidance in this area, and the State will provide the additional change management resources.

In addition to the methodology, the response shall include:

♦ A list of projects of similar size and complexity where the Proposer has used this approach;

♦ Lessons learned from previous cultural change management engagements for public sector clients of similar size and/or complexity; and,

♦ An estimate of the level of change management support needed for this approach from a State perspective.

6.12.7 Deployment Support

The State requires the assistance and expertise of the Proposer to put the proposed Edison solution into production at all affected State agencies. The Proposer shall describe its approach, and the services and level of staffing proposed, to ensure a successful deployment. The Proposer will address the HR/Payroll deployment on calendar year-end, and the Financial / Procurement / Logistics deployment in multiple waves. This timeline is discussed in more detail in Contract Section A.4,

As detailed in Contract Section A of RFP Attachment 6.1 *Pro Forma* Integrator Contract, the Proposer will perform the following tasks at a minimum, and shall include these tasks in its proposed approach:

♦ Assist in the design and establishment of a centralized Help Desk facility;

♦ Development of a detailed knowledge transfer plan to describe how Proposer intends to prepare State staff to support the Edison software and all other software necessary to run the System (as described in 6.12.1.6);

♦ Train operations staff in the maintenance and configuration tasks in support of systems operations;

♦ Assist in performing other implementation tasks for which the State project team members are responsible; and,

♦ Provide resources to assist in the deployment of the system to the agencies.

6.12.8 Post-Implementation Support

The Proposer shall describe the nature of any post-implementation and ongoing support, including:

♦ Post-Implementation support activities;

♦ Telephone support available from Contractor subject matter experts;

♦ Problem reporting and resolution procedures; and,

♦ Other support offered (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

The State requires approximately six months of post go-live support, and three months of calendar year-end support for HR/Payroll area. For planning purposes the Proposer may assume that HR/Payroll staffing levels will decrease to zero over the period from the December, 2007 HR-Payroll go-live date to May, 2008. HR/Payroll consultants will return in November or December 2008 to lead the calendar year-end work effort.

The State requires approximately three months of post go-live support after the final wave of agencies go live on Finance/Procurement/Logistics modules, and three months of fiscal year end support for the Financials/ Procurement/ Logistics area. For planning purposes, the Proposer may assume that Financials / Procurement/ Logistics staffing levels will decrease to zero staff by three months following the last agency production date. The Proposer should plan on returning by May, 2009 (if not still on-site performing post-production support) to lead the Finance/Procurement/Logistics fiscal year-end work effort. Note that the above dates are examples only, as the project dates are subject to change.

6.12.9 Special Situation Topics

Proposer shall provide a discussion on the following topics:

6.12.9.1 Lessons Learned. Significant lessons learned from experience at previous public sector ERP projects of similar size and scope, and how the Proposer will apply those lessons to the Tennessee project.

6.12.9.2 Transportation. Recommended options for integrating the Tennessee Department of Transportation into the statewide ERP system environment. Where has the Proposer implemented the proposed solution at a state Transportation Department before? What were the major modifications or enhancements that were made in that implementation? What are the primary areas, either business-related or project-related, that the Proposer expects will require additional attention? Describe the major challenges of incorporating a Transportation department as part of a statewide ERP system.

6.12.9.3 Insurance Administration. Where has the Proposer implemented the functionality proposed in the "Insurance Administration" requirements before? What were the major modifications or enhancements that were made in that implementation? Describe any experience or recommendations for this functional area.

Attachment 6.13 – Edison Project Background

Att 6.13   Edison Project Background

6.13.1   The Edison Project

At the State of Tennessee, the agencies responsible for the core business administrative functions have formed a close working relationship to provide the necessary services to support the State. Payroll, under the Department of Finance & Administration (F&A), and personnel functions under the Department of Personnel, have a partnership dedicated to providing cost-effective and accurate payroll functions. Purchasing, under the Department of General Services, provides central purchasing services for all of state government. Purchasing is closely linked to the accounting processes administered through the Division of Accounts within F&A. These are only a few of the examples of the business relationships that are important to the effective management of the State's core business functions.

As the business of the State guides the need for automation, the business partnerships must also be reflected in the choice of automation solutions. In the case of the core business areas, one agency cannot act independently in the selection, purchase and implementation of a software system since the core agencies must rely upon one another for the effective running of their respective areas. These core agencies have found that a common strategic direction must be created that reflects the need to form an integrated systems solution for those business areas with strong co-dependencies.

In the State of Tennessee's Information Systems Planning process, agencies describe their strategic business plans and how technology will be used to implement solutions and solve business problems. Each agency presents a technology plan for the next three fiscal years. During the last several planning cycles, a number of central agencies described and presented major systems replacements. What made these replacements unique was that the systems under discussion impacted every agency and commission within state government. The core business systems that support Tennessee's infrastructure were aging and the agencies that were responsible for these business areas were trying to plan for system replacement.

In April 2002, a working group was formed by agencies within the State of Tennessee to discuss the possibilities of replacing core business systems within the State. This group was composed of the major stakeholders of the central business functions of the State.
- Department of Personnel
- Department of F&A, Division of Accounts
- Department of F&A, Office of Budget
- Department of F&A, Insurance Administration
- Department of F&A, Office for Information Resources
- Comptroller of the Treasury
- Department of the Treasury
- Department of General Services

Enterprise Resource Planning (ERP) was seen as a possible solution for replacing Tennessee's aging legacy systems. An ERP system is a suite of fully integrated software applications that are used to perform administrative business functions and is a solution that would reinforce current business partnerships and offer a much needed enhancement to the level of services offered by core business areas.

The partnership within the State was formalized in 2002 and became known as the ERP Work Group .One of the first orders of business was to initiate an ERP Automation Assessment Study. The primary reasons the Study was initiated were:
- Numerous State systems are required to meet the State's administrative business needs. Currently, there are more than twenty (20) systems that support human resources and payroll

administration, and more than fifty (50) systems that support financial management, procurement, and other administrative areas.
- The technology of the State's administrative systems is dated. Some of the systems are twenty (20) to thirty (30) years old. Some hardware and software is no longer supported by the manufacturer, and it is becoming more difficult to recruit technology support employees who are familiar with the dated technology.
- A number of business needs are not being met by the current systems, such as performance-based budgeting, vendor self-service, and employee self-service.

The Work Group felt that implementing a statewide ERP system could prove to be a viable approach to addressing the system problems described above. In State of Tennessee terms, ERP will provide functionality similar to STARS, TOPS, SEIS, TIS and other agency administrative systems, but all in one, fully integrated system.

Based on the results documented in the ERP Automation Assessment Study delivered in 2003, the State decided to move forward with acquiring and implementing an ERP solution and initiated its next step in the first quarter of 2005. A Steering Committee for the ERP Project was established, and a Project Director was hired effective March 1, 2005. The State issued an RFP for assistance with the acquisition and oversight activities for the Edison Project and procured these consulting services in April 2005. The project team was staffed with State employees in May and a timeline and approach were developed for the Edison Project.

The Acquisition Phase of the Edison Project validated the system requirements documented in the Study, defined "To Be" processes for a new ERP system (see RFP Attachment 6.18, State Business Process Documentation), released a Request for Proposal (RFP) to the ERP vendors, and will evaluate and select the ERP solution for the State of Tennessee. This phase will be complete when an ERP solution has been selected and contracts with the State are signed. The next phase, the Implementation phase of the Edison Project, will then be initiated and this Project Charter will be revised and updated to reflect the differences in that phase of the project.

6.13.2 ERP Project Mission

The State of Tennessee Edison Project will standardize, integrate, and streamline administrative functions of Tennessee State government.

6.13.3 ERP Project Goals

To accomplish the mission stated above, the Edison Project team has established the following goals. These goals provide guidance in managing the project and in evaluating issues and potential scope changes because they will remain constant throughout the project life and will serve as a benchmark for project completion. The goals of the project are as follows:
- Provide comprehensive accounting, purchasing, budget development, human resource and payroll functionality to improve the efficiency and effectiveness of administrative processes.
- Eliminate redundant data and administrative systems across State agencies.
- Streamline and integrate administrative processes to facilitate migration from a "task" to a "process" orientation.
- Implement a technology infrastructure based on proven platforms and open standards providing cost-effective solutions today and efficient upgrades in the future.
- Enhance the quality and accessibility of information available to the Governor, the General Assembly, State executives, managers and employees.
- Implement secure self-service web-enabled solutions whereby employees, retirees, and fiduciaries have direct access to necessary personnel, payroll, benefit, and retirement information.
- Employ electronic procurement solutions to achieve efficiency in interacting with State business partners and reduce or eliminate paper documentation.
- Build a framework to enhance the public's access to information.

6.13.4 ERP Project Guiding Principles

The Edison Project Steering Committee, in collaboration with the project team, developed the following Guiding Principles. As critical decisions emerge during the project, the following principles will provide direction. Each decision should support as many of these principles as possible. The principles were drafted in three categories: People, Process and Technology.

People
- Maintain project team continuity
- Select only the best people
- Promote / require an environment of change
- Focus on future system that is easy to use and customer friendly
- Drive towards the efficient use of our workforce
- Commitment to retool our workforce to be successful in ERP world

Process
- Listen to lessons learned / learn from the past
- Facilitate a strong commitment to change management
- Facilitate a commitment to adopt best practices
- Avoid losing key functionality
- Focus on driving values from our business processes
- Focus on appropriate training for the users as core success factor
    - team
    - timeline
    - focus
- Utilize a strong communication process
- Manage to a realistic CBA

Technology
- Minimize software customization to the fullest extent possible
- Demonstrate a willingness to embrace new technology
- Use technology as an enabler not a driver

6.13.5 State Agencies and Key Systems Impacted

An ERP system will impact all state agencies (excluding institutions of higher education). Every state agency interacts on some level with the State's core systems, SEIS, TOPS, and STARS. Each agency must hire and pay employees, as well as purchase goods/services, process and pay vendor invoices. Agencies' administrative resources will have to be trained so that transactions/processes can be properly executed in the new system. In addition, if an agency currently utilizes an automated interface to and/or from one of the following major statewide systems to be replaced, then that interface must be modified to properly interact with the ERP system:

- Accounting Reconciliation Package
- Applicant/Certification System
- Budget Request and Analysis Systems
- Computerized Employment Testing
- Data Capture
- Flexible Benefits (FLEX)
- Multitrak
- State Employee Information System (SEIS)
- Property of the State of Tennessee System Asset Management System (POST)
- Statewide Accounting and Reporting System (STARS)
- Tennessee Employment Application Monitoring System (TEAMS)
- Tennessee Insurance System (TIS)

- Tennessee On-line Purchasing System (TOPS)
- Training Information System

More information on these legacy systems is provided in RFP Attachment 6.14, Background on Existing State Administrative Systems.

Additionally, each one of the previously mentioned systems is administered by State staff at the agencies. These key functions will still require administration by key State personnel. In all likelihood, these subject matter experts will be recruited from the departments and divisions that manage the current administrative process. Therefore, these departments and divisions will have the additional impact of contributing personnel to support the new process.

6.13.6 State Benchmarking Process

The State of Tennessee is planning to assess its administrative functions through a benchmarking process established by the National Association of State Auditors, Comptrollers, and Treasurers (NASACT). The benchmarking effort will assess the accounting functions, purchasing functions, HR/payroll functions and information technology functions. The assessment will compare the State's metrics with both the private sector and other states. The study will be conducted in the fall of 2005 with a report of results provided in the winter of 2005-06. The report shall indicate what efforts the State should include to improve its administrative processes. It is the State's intent to make these improvements throughout the implementation of the new Edison system, with those improvements being supported by Edison. Once the Edison implementation has been concluded and the system stabilized, another benchmark assessment will be made to identify whether the needed improvements have been made and can be supported by Edison. The benchmarking effort will provide a snapshot of the current processes and a measure of the results of moving the State's administrative functions to what is considered best practices within those functions.

Attachment 6.14 – Background on Existing State Administrative Systems

Att 6.14   Background on Existing State Administrative Systems

This section provides a description of current major automated systems in use by the core agencies of the State of Tennessee that are expected to be replaced by the implementation of a new Edison system. This list should be considered tentative at this point, as additional legacy systems may be identified during software implementation, or systems may be eliminated from this list after detailed analysis.

6.14.1   1099 Processing

The 1099 process is used to comply with Internal Revenue Service (IRS) reporting of income paid to the non-employee vendors by the State of Tennessee. The Finance and Administration, Division of Accounts performs the accounting function for the State. These functions include: processing and recording all accounting entries in the State of Tennessee Accounting and Reporting System (STARS), providing cash management advisory services, establishing of state accounting policy and preparing the State's Comprehensive Annual Financial Reporting. Accounts operates the 1099 Filing System, which is a batch driven system. The 1099 Filing System reads the STARS history files for a given time period and selects all vendors who meet the criteria established by the Internal Revenue Service (IRS) and subsequently creates a master file. At the end of December, Information Systems Management (ISM) sends the master file along with the final reports, which are used for validation purposes, to Accounts.

6.14.2   Accounting Reconciliation Package

The Department of the Treasury reconciles disbursements, such as state warrants or payroll checks, using the Accounting Reconciliation Package (ARP). All issued items are presented to the Treasury and posted to the outstanding items file; the paid and unpaid items are received electronically from the Nashville Federal Reserve Bank Office and matched to the outstanding items daily. The following day the paid item images are made available to Treasury via CD-ROM. The ARP is maintained by the Department of the Treasury. There are approximately 500 end users of this system.

6.14.3   Applicant/Certification System

The Applicant/Certification System maintains records of all applications for state employment and produces civil service registers online. Personnel officers in all departments within the State of Tennessee's Executive Branch use the system. There are approximately 850 end users of the system. It is maintained by the Department of Personnel.

6.14.4   Budget Request and Analysis Systems

The Budget Request (BR) and Budget Analysis (BA) systems are the core budgetary systems maintained by the Division of Budget within F&A. The Budget Request and Analysis Systems were developed in Access. BR is used in preparation of the individual agency budget requests. The system is designed to detail the expenditures, revenues and programs for the operation of state agencies. Agencies currently download the latest version of the Budget Request system from the internet.

The Division of Budget uses the Budget Analysis System to assist them in their analysis and recommendation activities. There are a variety of screens available to capture their adjustments to base and recommendations on agency submitted improvements. Additionally, the system provides a substantial number of the reports also used in the process. Request data from the agency budget request process, entered into the Budget Request System, is uploaded into the Budget Analysis System. Data is also exported to spreadsheets to do additional detailed analysis.

6.14.5   Computerized Employment Testing

The Computerized Employment Testing System is maintained by the Department of Personnel. The system provides functionality to support the registration and computerized testing of applicants for state jobs. There are approximately 53 end users of the system.

6.14.6   Cost Allocation

Cost Allocation is a module in Finance and Administration STARS (Statewide Accounting Reporting System) used to distribute costs within a division of a state agency based upon user defined criteria such as cost center or expense objects. Cost allocation is used to distribute costs that are either overhead or shared costs. The cost allocation methods that are allowed are: standard rate, standard cost per unit, standard amount, fixed percentage, and calculated percentage. Calculated percentage can be based on statistical units or dollars in a given cost center. The module allows up to nine steps of allocation, and restricts allocations of costs to other divisions within an agency.

6.14.7   Data Capture

The Data Capture System (DCS) is a time-capture system designed to capture and edit Time and Attendance (TAA) and Labor Distribution (LD) information for employees of the State of Tennessee. DCS eliminates duplicate data entry of time for payroll and labor distribution into separate systems. It satisfies the need for a single point of data entry during the pay period. This single point of entry of time maintains the integrity of the data processed and allows the SEIS (State Employee Information System) Payroll and STARS Labor Distribution Subsystems to remain in balance because they both receive information from a single source. The DCS Approval feature provides a control mechanism through which timesheet monitoring and review can be performed, and requires approval by a properly authorized approver for an employee to be paid.

6.14.8   Employment Application Imaging System

The Employment Application Imaging System is maintained by the Department of Personnel. It provides employment application processing. The system stores the image of the following:

♦ every job application
♦ separated employee files
♦ career service registers
♦ sick leave bank documents
♦ payroll supplemental forms
♦ training documents
♦ position classification questionnaires (which are used to define job responsibilities for state positions).

The system utilizes workflow software to route application images throughout the Department for processing, and allows remote access to agencies to view and print applications for employment through a FileNET browser.

Personnel officers in all departments within the State of Tennessee's Executive Branch use the system. There are approximately 80 end users of the system.

6.14.9   Fleet Tracker System

The FleetTracker system provides total fleet management support for the maintenance and operation cost of vehicles and other motorized equipment. The system provides maintenance scheduling, vehicle assignments, as well as vehicle histories. Additionally the system includes modules for parts inventory, vendor payment history, mileage tracking and dispatch operations. The system provides the ability to track all cost of vehicle operations including maintenance cost (Parts and Labor), operations cost (including fuel and tires), repairs and administrative cost. The fleet maintained by the State consists of over 7,000 units. The vehicles range from sub-compact sedans to 50,000 lb. tandem road tractors, and the equipment ranges from lawn mowers to bulldozers. Motor Vehicle Management is now a major division within the Department of General Services and is charged with the responsibility of studying the utilization of state-owned vehicles and equipment to maximize usage, and to establish rules and regulations.

6.14.10 Flexible Benefits (FLEX)

The FLEX system is maintained by the Treasury Department to support the administration of flexible benefits. Flexible benefits allow employees to set aside pre-tax dollars to make payments for insurance

payments, out-of-pocket medical expenses, and dependent care expenses, thus saving employees federal income taxes and social security taxes. FLEX provides the following functionality:

- Posts contributions to participant accounts;

- Issues payments through STARS system (see description below);

- Provides the ability to maintain multiple plan years;

- Maintains enrollment data and plan year elections;

- Interfaces with the State's payroll system (SEIS); and

- Records benefit claims.

There are approximately 23 end users of FLEX.

6.14.11 FIMS - **Facility Information Management System**

The Facility Information Management System (FIMS) supports Property Services Management and Central Store.

FIMS provides work order scheduling and maintains a database of readily accessible information to support the management of state facility resources. This database provides useful management information including records of maintenance, minor renovations, tenant-requested alterations, as well as the needs of special use facilities such as laboratories and computer centers. FIMS provides the ability to track work orders for the accomplishment of preventive maintenance, facility modifications and equipment history by building. Additionally, FIMS provide an online mainframe warehousing system that manages inventory, process customers' orders and billing functionality for Central Stores.

Property Services Management's responsibility is to operate and maintain state-owned and leased facilities assigned to the Facility Revolving Fund (FRF).

Central Store's responsibility is to provide a warehouse and distribution systems for office and maintenance supplies as well as forms distribution.

6.14.12 Labor Distribution (STARS component)

The STARS Labor Distribution System (LDS) is a component of the State of Tennessee Accounting and Reporting System (STARS). Labor distribution is performed when a need exists to record payroll expenditures (or other personnel-related costs) with more detail than the Payroll System can provide. Without LDS, each employee's payroll costs are posted by the Payroll System to a single STARS accounting classification.

The creation of employee payroll and the recording of the related accounting transactions are not affected by the operation of LDS. Agencies using LDS merely have additional accounting transactions that reclassify the expenditures in STARS.

LDS has the capability to:
1. Distribute earnings and benefit costs by a variety of accounting classifications, including:
   - Cost Center (Index)
   - Fund/Fund Detail
   - Grant/Sub Grant
   - Project/Sub Project
   - Location
2. Record non-financial statistics including:
   - Time sheet hours
   - Service Units
   - "Machine Usage"
3. Produce transactions that charge for "Machine Usage"

6.14.13 Land Inventory System

The Land Inventory System, implemented in 1993, provides for the tracking of land transactions, land inventory, reports and document generation for Finance and Administration Capital Projects and Real Property Management Division (CPRPM). CPRPM is responsible for managing data and documents associated with more than 1,600 state owned sites ranging from easements to state parks and correctional facilities. The information managed for each site includes data pertaining to transactions involving the site acquisition and disposal, and documents such as deeds, surveys, titles, and drawings. The staff serves all agencies within state government in the acquisition and disposal of any interest held in real property by the State, except for acquisition of highway right-of-ways. CPRM also provides statistical information about all state owned property, land and building cost and valuation, used by both the State Building Commission and the Finance and Administration Division of Accounts.

6.14.14 Multitrak

Multitrak is a mainframe system that tracks every Request for Service (RFS) and records labor and other costs incurred while processing those requests. A RFS can be defined as a work order that is created by a help desk, such as a request for a new phone line or maintenance needed on a building. Request for Service's are billed back to the agencies that requested the service.

Multitrak collects leave and attendance information for OIR employees, which in turn feed into the Data Capture system. Labor Hours attributable per Request for Service are billed back to the agencies.

Multitrak also captures hours for consultants provided by the Information Technology Professional Services Contract (IT Pro). The IT Pro contract is used to provide contract personnel for the state, but are employees of a 3rd party vendor.

Multitrak reports are used as a management tool to track the status of a Request for Service. The system is maintained by the Department of Finance and Administration. As of November 2002, there were 1,500 users of the Multitrak system.

6.14.15 PITS/PRISMS

The Project Information Tracking System, a DOS based technology system, is used by the Finance and Administration Capital Projects and Real Property Management Division (CPRPM) to manage the State's capital projects. CPRPM is responsible for the direct oversight and implementation of the State's capital outlay building program and other projects in accordance with legislative and executive policies. They work under the authority of the Commissioner of Finance and Administration and the State Building Commission (SBC). There are multiple processes involved in the tracking of a capital project, beginning with the Budget process when potential projects are first identified, defined, and presented to the Legislature as part of the annual appropriations bill. After receiving funding and approval by the Legislature, the project is reviewed by the State Building Commission. Once the State Building Commission approval is granted, design documents are created and total construction costs are estimated and approved. This information is further developed during the Bidding process, resulting in a construction contract award. During the Construction process the progress of construction work is tracked and inspection information stored. Upon the granting of a Certification of Substantial Completion, the Closeout process begins and ends with the final completion of the project.

The Project Resource, Information, & Schedule Management System (PRISMS) is a replacement system for PITS (Project Information Tracking System). The Project Resource, Information, & Schedule Management System is an integrated, Windows-based solution providing Project scheduling, Project budgeting and accounting, Project resource management (supporting organizations, goods and services, and in-house personnel), contract negotiation, tracking and management, and physical asset information management. The system allows users to create templates for projects, vendors, and project resources. It allows for revision of projects and update progress against time or dollar defined milestones. The system tracks funding sources, use of funds, budgets, spending against budgets, and processing of invoices.

6.14.16 RIPS

The Treasury Returned Items Processing System (RIPS) is a data capture and reporting system used to process deposited items (checks, money orders, etc.) that are returned from the State's depository

banks due to non-sufficient funds NSF, closed accounts, stop payments, endorsement issues and other valid return reasons. The system 1) facilitates the daily balancing of the debit memorandums received from the banks to the individual returned items supporting such debit, 2) provides for entry of identifying information for the items, including banking information from the item's MICR line, the maker's name, address, telephone, etc., 3) provides a method for associating each returned item to the depositor State agency, 4) provides various detailed and summary transmittal and accounting reports used for accounting source documents and reporting returns to State agencies, 5) generates a data file for interfacing accounting entries to the State's central accounting system, 6) generates a data file of returned items designated to be sent for collection to the State's contracted recovery agent, and 7) imports data files of collection information from the State's contracted recovery agent.

RIPS is a Client-Server system with PowerBuilder as the front end and ORACLE as the back end. The data resides on Treasury's ORACLE Server.

6.14.17 State Employee Information System (SEIS)

SEIS is jointly maintained by the Department of Personnel and Department of Finance & Administration. The personnel side of the system (SEIS/CHAI) is used to administer employee personnel and position records. The payroll component (SEIS/CZAI) interfaces with the Data Capture System for time and attendance information and generates payroll payments for state employees each pay period. All state agency personnel and payroll offices use the system. There are approximately 697 personnel end users and 410 payroll end users. SEIS provides the following functionality:

- Authorization of positions and recording of job classifications;

- Relating position to an individual, when a person is hired;

- Receipt of time and attendance information from Data Capture System;

- Collection and maintenance of history for employee payroll data for current calendar year, such as earnings and taxes;

- Collection and maintenance of history for additional employee payroll data, such as salary, position, work history and payroll frequency;

- Generation of W-2s and quarterly/annual reports in compliance with federal and state requirements; and,

- Calculation and generation of payroll payments and transactions.

6.14.18 Property of the State of Tennessee System Asset Management System (POST)

POST is maintained by the Department of General Services. The Property Services Management Division of the department of General Services is responsible for administration of the State's interest in various property, equipment, and supplies. This system is used to track the inventory of Tennessee's personal property.

6.14.19 State of Tennessee Accounting and Reporting System (STARS)

STARS functions as the State's financial system of record and is maintained by the F&A Division of Accounts. It supports appropriations, allotments, encumbrances, contract, requisitions, accounts receivable/revenue accounting, accounts payable, federal grants, capital projects and general ledger and subsidiary ledger balances. In addition to transaction processing, it includes cash management, financial reporting, pre-audit capabilities, warrant consolidation by vendor, and transaction history. Data enters STARS through one of two ways: (1) the on-line Financial Data Entry Subsystem or (2) in the case of automated system interface data, through the batch processing input phase of the Input/edit/Update (IEU) Subsystem.

Accounting staff in most State agencies use the system. There are approximately 1,675 end users of the system.

6.14.20 TDOT Statewide Accounting and Reporting System (T-STARS)

The Tennessee Department of Transportation has modified the STARS system for its unique financial system needs. The State chose to implement TDOT's financial information on a separate version of STARS in 1985. This decision was primarily based on the need for Transportation to track its information at a lower level of detail than was implemented statewide. The detail information was primarily in the grant and project areas. The information is summarized and interfaced to STARS. It is an on-line, integrated, table-driven accounting system that runs in an IBM mainframe environment using IMS and VSAM files. It has five primary files, eight secondary files, and nine tables. It was put into production in April 1988 and processes about 500,000 transactions monthly.

6.14.21 TDOT Time & Attendance

The Tennessee Department of Transportation Time & Attendance system collects data on leave hours taken and work hours charged to projects (EA) and MSA's by activity.

6.14.22 Tennessee Employment Application Monitoring System (TEAMS)

TEAMS is maintained by the Department of Personnel. It provides information about state jobs, and allows applicants to apply for certain jobs and to register to take an on-site computer administered test. There are approximately 2 end users of TEAMS within the Department of Personnel; however, the system is available to the public at 9 Labor & Workforce Development offices across the State.

6.14.23 Tennessee Insurance System (TIS)

The F&A Division of Insurance Administration (DIA) serves the State, Local Education, Higher Education and Local Government employees and the retirees and former employees of those organizations by managing their state-sponsored insurance benefits. The primary purpose of TIS is to manage and report timely and accurate information for all programs in a cost efficient manner. Functionality provided includes:

- Administration of controls and regulations for program eligibility and enrollment;

- Standardization of operating and reporting requirements for all institutions;

- Identification of the insurance vendors;

- Reporting of financial information by individual, group, plan, program, budget (institution), employee, calendar year, and fiscal year;

- Tracking plan movement of participants;

- Transmittal of enrollment information to insurance vendor;

- Processing of accurate headcount for administrative services fee;

- Calculation and administration of premiums due and paid by participants;

- Providing insurance officers with current and accurate employee benefit information so they can respond to employee inquiries;

- Capture and maintenance of dependent data;

- Maintenance of insurance programs;

- Control and management of eligibility for state sponsored programs;

- Providing employees with benefit notifications indicating program status;

- Control of state funds; and

- Control of insurance programs' accounting requirements.

- Posts contributions to participant accounts;

- Issues payments through STARS system (see description below);

- Provides the ability to maintain multiple plan years;

- Maintains enrollment data and plan year elections;

- Interfaces with the State's payroll system (SEIS); and

- Records benefit claims.

Approximately 280,000 individuals receive coverage through the State, Local Education, Higher Education and Local Government Plans. There are approximately 784 end users of TIS, including 39 staff in the Division of Insurance Administration central office, and 745 in an estimated 250 field offices (25 local government agencies, 95 local education agencies, and 130 state agencies).

The insurance system supports various types of benefit plans, including, but not limited to the following:
- Medical

- Life/accident Insurance

- Dental

- Optional life/accident insurance

- Long term care

- Other - (Employee Assistance Program, Wellness)

6.14.24 Tennessee Online Purchasing System (TOPS)

TOPS is administered by the Department of General Services. Major TOPS functions include:
- Maintenance and inquiry of basic purchasing information pertaining to installation tables, vendors, commodities, agencies and text;

- Processing of requisitions, solicitations, purchase orders and contract purchases;

- Automated interfaces to STARS to validate tables for editing accounting distribution data; and

- Nightly batch processing interface to STARS to encumber funds for purchases. STARS returns transactions to indicate whether the transactions passed or failed accounting processing. The results from the accounting transactions are posted to the TOPS databases by means of status codes, which allow or prevent orders from being printed.

There are approximately 2,300 TOPS users.

6.14.25 Training Information System

The Training Information System is maintained by the Department of Personnel. The system is used to maintain training records for all state employees. Personnel officers in various departments within the State of Tennessee's Executive Branch use the system. There are approximately 360 end users of the system.

6.14.26 TRIPS - Travel Reimbursement Information Processing System

TRIPS is an automated travel claim and reimbursement process for State of Tennessee employees. Moving the travel claim process from a manual one to an automated one will speed up the employee's reimbursement by assisting them in the preparation of their claim and electronically routing the claim for approval. Expense claims can be submitted from the office or home using a high-speed Internet connection. The employee will receive e-mail notifications and can make online inquiries to track the status of the claim. Once approved, claims are automatically forwarded to STARS for payment.

6.14.27 TRMPS

The Treasury Risk Management Property System (TRMPS) is an Oracle based system used by the Division of Risk Management in Treasury Department. The system provides a listing of over 7,000 state-owned buildings, buildings under construction or renovation, and other structures of various types. This listing, or schedule, provides insurance data which is unique to each structure. Coding elements indicating type of construction, type of occupancy, fire protection class, and exposure information, are required by insurance company underwriters to properly assess the state's property exposures, and develop premium cost based on these exposures. Other data elements featured within TRMPS are

building locator numbers, building names, zip codes, county codes, square footage, building values, and contents values.

6.14.28 Technical Information on Key Systems

For certain of the key legacy administrative systems, the State has provided an overview of the current technical platform for the application as follows.

Sec Reference	Applications	Database	Operating System	Language	TP Monitor
6.14.2	ARP	VSAM	Mainframe	Cobol	CICS
6.14.3	Applicant Inquiry System	DB2	Mainframe	Cobol/ADF	IMS
6.14.3	Certification/Applicant	IMS	Mainframe	Cobol/ADF	IMS
6.14.4	Budget Request and Analysis	VSAM/DB2	Server		
6.14.5	Computerized Employment Testing		Server	Visual Basic	
6.14.6	Cost Allocation	DB2	Mainframe	Cobol	CICS
6.14.7	Data Capture/Time & Attendance	DB2	Mainframe	Cobol	CICS
6.14.9	FleetTracker	DB2	Mainframe	Cobol	CICS
6.14.10	FLEX	VSAM	Mainframe	Cobol	CICS
6.14.11	FIMS	VSAM	Mainframe		CICS
6.14.12	Labor Distribution	DB2	Mainframe	Cobol	CICS
6.14.14	MultiTrak	VSAM/DB2	Mainframe	Cobol	CICS
6.14.17	SEIS	IMS	Mainframe	Cobol/ADF	IMS
6.14.18	POST	DB2	Mainframe	Cobol/ABL	CICS
6.14.19	F&A STARS	IMS	Mainframe	Cobol	IMS
6.14.20	TDOT STARS	IMS	Mainframe	Cobol	IMS
6.14.22	TEAMS	IMS	Mainframe	Cobol/Powerbuilder	
6.14.23	TIS	IMS	Mainframe	Cobol	IMS
6.14.24	TOPS	DB2	Mainframe	Cobol	CICS
6.14.25	Training	IMS	Mainframe	Cobol/ADF	IMS
	Data Warehouse	DB2	Mainframe / Server	Cobol/Microstrategy	

Attachment 6.15 – Glossary of Terms and Acronyms

TERM	DEFINITION
Accountable (from Responsibility Matrices)	The Accountable party is ultimately responsible, with assistance from the Contributing party, for managing, completing, documenting, and delivering the assigned responsibility.
ACH	Automated Clearinghouse
Agency System	An existing application system at a State agency that will require, on a temporary or permanent basis, to exchange data with Edison
Allotment	Funds established for agency expenditure, in accordance with the appropriations made by the General Assembly.
Allotment Code	The five-digit number used to designate a program or programs for budgeting and accounting purposes.
ANSI X.12	American National Standards Institute X.12 (EDI standard)
Appropriation	The amount authorized by the General Assembly to be allocated from a fund to an allotment code. Also, in the context of funding type, the general state revenue allocated to an allotment code by the General Assembly.
Appropriations Bill	Annual legislation authorizing the allocation and expenditure of funds for a two-year period: the year of bill passage and the subsequent year. The bill also sets policies, assigns certain responsibilities, and at times specifies legislative intent on certain issues.
ARP	Accounting Reconciliation Package
Authorized Positions	The maximum number of positions an agency may establish at any given time; authorized positions must receive legislative approval by legislation, by expansion, or by inclusion in the Governor's recommended budget document.
Base Budget	The estimated expenditures and associated revenues or appropriation necessary to maintain the current level of service or activity
BR	Budget Request
Budget Request	The annual spending and revenue plan submitted by each agency for review by the Department of Finance and Administration, the State Comptroller, and the Fiscal Review Committee.
CAFR	Comprehensive Annual Financial Reports
Capital Budget	The portion of the budget devoted to proposed additions or maintenance to capital assets and the means of financing those additions.
Capital Outlay	Expenditures which result in the acquisition of or addition to major fixed assets (e.g., land, buildings, and equipment related to construction).
CD-ROM	Compact Disc – Read Only Memory
Certificate of Eligibles	The document or record containing the names of the highest ranking available eligible applicants for a class of positions for consideration by an appointing authority in filling a vacancy.
Check	Negotiable instrument issued by entity other than statewide accounting such as payroll, retirement, Blue Cross/Blue Shield, etc.
CMS	Construction Management System
COBRA	Consolidated Omnibus Budget Reconciliation Act
Coding Block	In accounting terms, the set of codes that collectively classify a financial transaction into the proper accounts and reporting categories
Configuration	Process of tailoring the software or setting parameters to meet the needs of the State. Configuration does not include writing code, utilizing user exits, altering programs, or developing reports or queries.
Contingency	A possible future event or condition arising from presently known or unknown causes, the outcome of which is indeterminate at the present time.
Continuing Service Consultants	A list of pre-qualified vendors from the private sector who can provide professional services for work to be done on funded projects.
Contract	The documentation of the total obligation which results from the agreement executed between the State and the Integrator (Section 6.1 et al)
Contractor	One who contracts to perform work or furnish materials in accordance with a contract. In this RFP, see Proposer.

TERM	DEFINITION
Contractual Services	Furnished under a contract in which the nature and basis for charges and other pertinent contractual terms and conditions are defined. (Ref. "Services", "Client Services", "Professional Services", "Proprietary Services".
Contributing (from Responsibility Matrices)	The Contributing party participates in the fulfillment of assigned responsibilities. However, Contributing parties are not relieved of accountability for their portion of the work and will be held fully accountable for the quality of their contributions.
Cooperative Purchasing	The combining of requirements of two or more political entities in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.
Corrupt Combination, or Conspiracy in Restraint of Trade	Terms referring to an agreement between two or more businesses to stifle, control or otherwise inhibit free competition in violation of state and/or federal antitrust laws or regulations. (Ref. "Collusive Bidding", "Price Fixing".
CRIS	Consolidated Retirement Information System
Current Services Revenue	Program funds generated by a specific activity to support that activity. This includes fees and assessments, gifts, and interest from reserves or endowments (e.g., licenses, permit and certificate fees, inspection fees).
Damages	Compensation, usually in money, for injury to goods, persons, or property.
Data	Recorded information, regardless of form or characteristic.
DCS	Department of Children's Services; *also*, Data Capture System
Debarment	A shutting out or exclusion for cause (as a bidder from the list of qualified bidders).
Debt Service	Expenses for principal, interest, and discounts on bonds and other types of borrowed money.
Default	Failure by a party to contract to comply with contractual requirements; vendor failure.
Defect	A non-conformance of an item with specified requirements.
Delivery	With respect to instruments, documents of title, chattel paper or securities means voluntary transfer of possession.
Delivery Schedule	The required or agreed time, or rate, or delivery of goods or services.
Delivery Terms	Conditions in a contract relation to freight charges, place of delivery, time of delivery, or method of transportation.
Departmental Purchase Order	A limited and specific purchase order used in situations where authority to make the type of purchase involved has been delegated to using agencies.
Descriptive Literature	Information, such as charts, illustrations, drawings, and brochures which show the characteristics or construction of a product or explain its operation, furnished by a bidder as a part of his/her bid to describe the products offered in his bid. The term includes only information required to determine acceptability of the product, and excludes other information, such as that furnished in connection with the qualifications of a bidder for use in operating or maintaining equipment.
Designee	A duly authorized representative or a person holding a superior position.
Discount	An allowance or deduction granted by the seller to the buyer, usually when certain stipulated conditions are met by the buyer, which reduces the cost of the goods purchased. However, discounts may be granted by the seller without reference to stipulated conditions. An example of such use of discount is the application of discount to a nominal or "list" price to establish the "net" or actual price. (Ref. "Cash Discount". "Quantity Discount", "Trade Discount".
Earmarked Revenue	Funds that are legislatively limited in how they can be expended.
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
Emergency Purchase	A purchase made without following the normal purchasing procedure in order to obtain goods or services quickly to meet an emergency.
Employment Register	A list of all persons eligible for appointment to a class of positions.
Equal, Or Equal	A phrase(s) used to indicate the substitutability of products of similar or superior function, purpose, design, and/or performance characteristics.
Equipment	Personal property of a durable nature which retains its identity throughout its useful life.
ERP	Enterprise Resource Planning (System)
Escalation Clause	A clause in a purchase contract providing for upward adjustment of the contract price if specified contingencies occur; price escalation clause.

TERM	DEFINITION
ESS	Employee Self-Service

Established Catalogue Price	The price included in a catalogue, price list, price schedule or other form that:
	    a. if regularly maintained by a manufacturer or contractor;
	    b. is either published or otherwise available for inspection by customers; and
	    c. states prices at which sales are currently or were last made significant to a number of any categories of buyers, or to the general buying public, for the supplies or services involved.

Ethics	See "Code of Ethics", "Purchasing Ethics".
Evaluation of Bid	The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid relating to the selection of the winning bid.
Exhaustion of Administrative Remedies	A legal doctrine to the effect that where an administrative remedy is provided by statue or governing rule or regulation, relief must be first sought from the administrative body, and all attempts to obtain such administrative relief must be expended before the complaining party may look at the courts for relief.
Expedite	To hasten or to assure delivery of goods purchased in accordance with a time schedule, usually by contact by the purchaser with the vendor.
Express Warranty	Any affirmation of fact or promise made by a seller to a buyer which relates to the goods and becomes part of the basis of the bargain.
F&A	Department of Finance and Administration
Fair Market Value (FMV)	A price that would induce a willing purchaser to purchase or a willing seller to sell in an open market transaction; the price a property would bring at a fair sale between parties dealing on equal terms.
Federal Funds	Funds received from federal government agencies for the support of programs at state and local levels. Federal funds are received by way of block grants, entitlement programs, and specific grants.
Firm Bid	A bid that binds the bidder until a stipulated time of expiration.
Fiscal Year	A 12-month accounting period; in Tennessee, July 1 through June 30.
Fixed Price Contract	A contract which provides for a price that does not change.
FLEX	System to support the administration of flexible benefits
Force Account Work	A method of payment for extra work when supplemental agreement is not arrived at between the engineer and the contractor.
Forfeiture of Deposit or Bond	A loss by omission, negligence, or misconduct for the performing of or the failure to perform a particular act, (e.g., not accepting a contract when an award is made); breach of contract.
Formal Bid or Offer	A bid which must be forwarded in a sealed envelope and in conformance with a prescribed format to be opened at a specified time.
Fraud	A positive act resulting from a willful intent to deceive another with the purpose of depriving him of his rights or property.
FTE	Full-Time Equivalent
GAAP	Generally Accepted Accounting Principle(s)
GASB	Governmental Accounting Standards Board
General Fund	The fund maintained by the Treasurer into which revenues collected by the state, other than highway taxes, are deposited for appropriation by the General Assembly to support the operation of state agencies.
Generic Name	Relating to or characteristics or a whole group or class; not protected by trademark registration.
Good Faith	Honesty in fact in the conduct or transaction concerned.
Goods	Anything purchased other than services or real property. (Ref. "Uniform Commercial Code".
Guarantee	To warrant, stand behind, or ensure performance or quality, as a supplier in relating to his/her product.
GUI	Graphical User Interface
HIPAA	Health Insurance Portability and Accountability Act
Honor	To pay or to accept and pay, or where a credit so engages to purchase or discount a draft complying with the terms of the credit.
HR	Human Resources

TERM	DEFINITION
IAT	Inter Agency Transfer
Identical Bid	A bid that agrees in all respect with another bid.
Improvements	Increases in departmental budgets needed to implement mandated requirements, compensate for revenue reductions, initiate new programs, or enhance the base level.
Ineligible Bidder	A supplier who, by reason of financial instability, unsatisfactory reputation, poor history or performance, or other similar reasons, cannot meet the qualifications for placement on the bidders list or for award.
Informal Bid	An unsealed competitive offer conveyed by letter, telephone, telegram, or other means.
Inspection	Critical examination and/or testing of items to determine whether they have been received in the proper quantity and in the proper condition and to verify that they conform to the applicable specifications.
Inspection Report	A report to inform the purchasing authority of the quality or condition of the items delivered.
Interdepartmental Revenue	Revenue received by one entity of state government from another entity of state government. These funds are received as reimbursement of shared costs, as a grant, or as some other inter-agency agreement.
Invitation to Bid	A request, verbal or written, which is made to prospective suppliers requesting the submission of a bid on commodities or services. This includes all documents, whether attached or incorporated by reference, utilized for soliciting bids.
IT	Information Technology
Item	Any product, material, or service.
Late Bid or Proposal	A bid or proposal which is received at the place designated in the Invitation for Bids after the hour established by the invitation as the time by which all bids or proposals must be received.
Latent Defect	A defect in which could not be discovered by ordinary and reasonable inspection.
Lead Time	The period of time from date of ordering to date of delivery which the buyer must reasonably allow the vendor to prepare goods for shipment.
Lease	A contract conveying from one person (lessor) to another (lessee) real estate or personal property for a term in return for a specified rent or other compensation.
Lease-Purchase Agreement	A rental contract in which the renting party's periodic payments or parts thereof are applied both to fulfill the rental obligation and as installments for eventual ownership of the commodity upon completion of the agreement.
Letter of Interest	A letter sent from the vendor in response to an advertisement seeking to retain the services of professional engineering consulting firms to provide various engineering services. Firms may request consideration by submitting a letter of interest.
License	A non-transferable permission granted by a government or other authority to perform an act or to engage in an enterprise that is restricted or regulated by law.
Life-Cycle Costing	A procurement technique which considers operating, maintenance, acquisition price, and other costs of ownership in the award of contracts to ensure that the item acquired will result in the lowest total ownership cost during the time the item's function is required.
Line Item	A procurement item specified in the Invitation for Bids for which the bidder is asked to give individual pricing information and which, under the terms of the invitation, is usually susceptible to a separate contract award.
Liquidated Damages	A specific sum of money set as part of a contract, to be paid by one party to the other if he/she should default on the contract.
List Price	The published price for an item that a vendor uses for informing customers and potential customers.
Local Purchase	A purchase by an agency for its own use or for the use of another agency logistically supported by it.

TERM	DEFINITION
Lowest Responsible Bidder	That bidder who is awarded a contract because his bid in unit price, total cost of operation, or value per dollar is lower than any of the bidders whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate government authority to be capable of satisfying the government's needs for the specific contract.
Lump Sum	A price agreed upon between vendor and purchaser for a group of items without breakdown of individual values; a lot price.
Manufacturer	One who controls the design and production of an item from crude or fabricated materials, or assembles materials or components, with or without modification, into more complex items.
Market (Noun)	The aggregate of forces that determine the availability, prices, and amount of trade in exchange of goods.
Market (Verb)	To carry out all activities intended to sell a product or service. Includes advertising, packaging, surveying the potential market, etc.
Material(s)	Items required to perform a function or used in a manufacturing process, particularly those incorporated into an end product or consumed in its manufacture.
Mistake in Bid	A miscalculation in composing a bid resulting in an incorrect price or other term which may affect the bidder's eligibility to be awarded the contract.
MMS	Maintenance Management System
MODOC	Microfilm Document Control System
Monopoly	a) An exclusive right or power to carry on a particular activity; b) Ownership or control of the supply of or market for a product or services sufficient to allow stifling competition controlling prices, or otherwise restricting trade.
Most Favored Customer Clause	A condition in a bid solicitation and/or contract to the effect that the contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract. The use of a "most favored customer" clause impedes competition
Multiple Contract Award	The award of separate contracts to two or more bidders for the same commodities buy for different geographic areas, different quantities or different conditions.
Multi-Step Bidding	Is a two-phase process consisting of a technical first phase composed of one or more steps in which bidders submit un-priced technical offers to be evaluated by the State, and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their price bids considered. It is designed to obtain the benefits of competitive sealed proposals procedure through the solicitation of technical offers and to conduct discussions to evaluate and determine the acceptability of technical offers.
Mutual Assent	The state where the parties to a contract agree to all terms and conditions in the same sense and with the same meaning.
Negligence	The failure to do that which an ordinary, reasonable, prudent man/woman would not do. Reference must always be made to the situation, the circumstances and the knowledge of the parties.
Net Price	Price after all discounts, rebates, etc., have been allowed.
No Bid	A response to an Invitation for Bids stating that the respondent does not wish to submit a bid.
Non-Recurring Funds	Funds that are appropriated to be used for a one-time expense.
Non Responsive Bid	A bid that does not conform to the essential requirements of the Invitation for Bids; non conforming bid, unresponsive bid.
Offer	The act of one person that gives another person the legal power to created a contract to which both of them are parties; to perform such an act.
OIR	Office for Information Resources
Oligopoly	A market situation in which a few companies control or dominate the market for a product or service.
Open standard	Commonly refers to a technology format, protocol, set of rules, set of specifications or interface standard that has been implemented by multiple vendors and/or has been generally accepted and used widely so that its availability is common

TERM	DEFINITION
Open-Market Purchase	A purchase, usually of a limited dollar amount, which is made by buying from any available source, as opposed to buying from a bidder who has responded to in Invitation to Bid.
Order	A request or command issued to a supplier for goods or services at a specified price. (Ref. "Uniform Commercial Code")
Other Revenue	A collection of funding sources, excluding state appropriations and federal funds. These funding sources are generally from local governments, current services, and interdepartmental activities.
Overappropriation	The anticipated savings resulting from position vacancies and other unexpended funds.
Overlaps	Term used when an appointing authority places more than one incumbent in a single position in an overlap status. This is subject to budgetary limits as well as approval of the Commissioner of Personnel.
Packing List	A document which itemizes in detail the contents of a particular package or shipment.
Partnership	An agreement under which two or more persons agree to carry on a business, sharing in the profits and losses by an agreed to proportion, but each being liable for losses to the extent of all of his personal assets.
Party	As distinct from "third party" means a person who has engaged in a transaction or made an agreement within the Contract
Payroll Status	Employee's payroll status is either active, transfer pending or separated at any given time.
Performance-Based Budgeting	Process to identify objectives, activities, and performance indicators for each budget unit. This process is being phased in, with all agencies included by FY 2012.
Performance Measure	A quantitative or qualitative tool that is used to gauge progress toward attaining a program goal or objective.
Playground	Commonly refers to a set of data that is available for end users to use for practice and testing in the ERP system without affecting production data
POST	Property of the State of Tennessee Inventory System
PPRM	The Program, Project, and Resource Management system (PPRM) is used to plan, schedule and track the critical deadlines, tasks, resources, and budgets for TDOT's development projects.
Prequalification of Bidders	The screening of potential vendors in which a government considers such factors as financial capability, reputation, management, etc., in order to develop a list of bidders qualified to bid on government contracts. (Ref. "Bidders List", "Qualified Bidder")
Price	The amount of money that will purchase a definite quantity, weight, or other measure of a commodity.
Price Adjustment Provision	A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined conditions; the conditions should provide for the purchaser to cancel any individual item affected, or the contract, if a request of increase is not acceptable.
Price Fixing	Agreements between competitors to sell at the same price, to adopt formulas for the computation for the computation of selling prices, to maintain specified discounts, to maintain predetermined prices differentials between different quantities, types, or other means of setting prices charged to purchasers.
Price Protection	An agreement by a vendor with a purchaser to grant any reduction in price which the vendor may establish on his goods prior to shipment of the purchaser's order. Price protection is sometimes extended for an additional period beyond the date of shipment.
Price Rebate	A refund or allowance on price, given usually after the completion of a contract and frequently based on some relationship with the business volume.
Price Schedule	A list of prices applying to varying quantities or kind of goods.
Primary ERP Software Vendor	Also known as Primary Software Vendor. This is the firm that is supplying at least 51% of the ERP software being licensed to the State through this RFP. This firm will be a subcontractor to the Proposer in this RFP.

TERM	DEFINITION
Prime Vendor	See Proposer.
Principal	One who employs an agent; a person who has authorized another to act on his account and subject to his control.
Priority	The degree of precedence given to a particular requisition, order, or contract to obtain completion, delivery, or performance on a particular date at the expense, if necessary, of competing demands to the same supplier or facility.
Procurement	The process of obtaining goods or services, including all activities from the preparation and processing of a requisition, through receipt and approval of the final invoice for payment. The acts of preparing specifications, making the purchase, and administering the contracts involved.
Program	Any of the major activities of an agency expressed as a primary function.
Proposal	An offer made by one party to another as a basis for negotiations for entering into a contract.
Proposal Evaluation Criteria	Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.
Proposer	In this RFP, the Proposer is the firm responding to this State's Request for Proposal. This will be the firm responsible for providing the services requested under this RFP. Also known as the Prime Vendor or the Contractor.
Proprietary Article	An item made and marketed by a person or persons having the exclusive right to manufacture and sell it.
Proprietary Services	Work by independent contractors where the process is more important than the product, if any. Proprietary service contracts usually run to partnerships, firms, or corporations rather than individuals and are usually awarded through competition. Examples of proprietary service contracts include janitorial and custodial, protection and security, maintenance and repair, data processing service bureau.
Protest	A complaint about a governmental administrative action or decision brought by a bidder or vendor to the appropriate administrative section with the intention of achieving a remedial result.
Prototype	A model suitable for evaluation as to design, construction, workmanship, performance, and compliance with specifications. (Ref. "Pilot Model")
Public Bid Opening	The process of publicly opening and examining bids, conducted at the time and the place specified in the Invitation for Bids and/or the advertisement, and in the view of anyone who wishes to attend. (Ref. "Bid Opening")
Public Record	All information about government activities that is available for public inspection.
Purchase	Includes taking by sale, discount, negotiation, mortgage, pledge lien, issue or reissue, gift or any other voluntary transaction creating an interest in property.
Purchase Description	The words used in a solicitation to describe the supplies, services, or construction to be purchased, including any performance, physical, or technical requirements. Unless the context requires otherwise, the terms "purchase description", "purchase specification" and "specification may be used interchangeably.
Purchase Order	A purchaser's document used to formalize a purchase transaction with a vendor. A purchase order, when given to a vendor, may contain statements as to the quantity, description, and price of the goods or services ordered; agreed terms, and all other agreements pertinent to the purchase and its execution by the vendor. A purchase order constitutes acceptance of a bid, resulting in a contract.
Purchase Order Release	A purchaser's document used to initiate a shipment of goods or services in accord with an existing contract.
Purchase Request	Information transmitted by a using agency requesting the central purchasing office to effect a contract for a particular need or group of needs. The request may include, but is not limited to, a performance or technical description of the requested item, delivery schedule, transportation mode, criteria for evaluation, suggested sources of supply, and information related to the making of any written determination required by policy or procedure.
Purchase Requisition	A form used to request the purchasing department to purchase goods or services from vendors.

TERM	DEFINITION
Purchasing Agent	An administrator whose job includes soliciting bids for purchases and making awards of purchase contracts; buyer.
Purchasing Cycle	The cycle of activities carried out by a purchasing department in the acquisition of goods and services.
Purchasing Ethics	Moral concepts and practices based on the principle that the public interest is paramount, applicable to the personnel of the purchasing department and all other persons involved in the purchasing process, particularly with respect to the expenditure of government funds and relationships between public employees and sellers.
Purchasing, Public	The process of obtaining goods and services for public purposes in accordance with law and procedures intended to provide for the economical expenditure of public funds.
Qualified Bidder	A bidder determined by the government to meet minimum set standards of business competence, reputation, financial ability, and product for placement on the bidders list.
Qualified Products List	A specification which is developed by evaluating various brands and models of an item and listing those that are determined to be acceptable as the only ones for which bids may be submitted; an approved brands list.
Quality Assurance	A planned and systematic series of actions considered necessary to provide adequate confidence that a product that has been purchased will perform satisfactorily in service.
Quality Control	The procedures and policies used to ensure adequate quality of goods produced or received.
Quantity Discount	An allowance determined by the quantity or value of a purchase.
Quotation	A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; the stating of the current commodity; the price so stated.
RDBMS	Relational Database Management System
Re-advertise	A rejection of bids received followed by the cancellation and reissue of an Invitation to Bid.
Reappropriation	The extension of the termination date for the availability of appropriated money.
Reclassification	A change in the duties and responsibilities of a state employee's job.
Receiving Report	A form used by a receiving function to inform others, such as the purchasing and accounting departments, of the receipt of goods purchased.
Recommended Funds	The funds proposed by the Governor for legislative approval, including the base budget and improvements.
Recurring Funds	Funds that are appropriated on an ongoing basis.
Register List	A list of names of persons attaining an examination score of seventy (70) or greater for a class of positions.
Regulations	Governing precepts and procedures made by an administrative body or agency under legislative authority that sometimes have the force and effect of law.
Remedy	Any remedial right to which an aggrieved party is entitled with or without resort to a tribunal.
Requisition	An internal document by which a using agency requests the purchasing department to initiate a procurement.
Responsive Bidder	A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.
Restrain of Trade	The effect of contracts or combinations which eliminate or stifle competition, effect a monopoly, artificially maintain prices, or otherwise hamper or obstruct the course of trade and commerce as it would be carried on if left to the control of nature and economic forces.
Restrictive Specifications	Specifications that unnecessarily limit competition by eliminating items that would be capable of satisfactorily meeting actual needs.
Reversion	The return of the unused portion of an appropriation to the fund from which the appropriation was made.
RFI	Request for Information
RFP	Request for Proposal

TERM	DEFINITION
Rule	A regulation, standard, statement of policy or order of general application having the effect of law, issued by government agency to implement, interpret or make statute law specifics.
Rules and Regulations	Governing precepts and procedures made by an administrative body or agency under legislative authority that usually have the force and effect of law.
Salvage	Property that is no longer useful as a unit in its present condition but has some value in addition to its value as scrap, usually because parts from it may be recovered and reused.
Scheduled Purchase	A purchase for which a bid opening date is pre-scheduled so that using agencies' requirements for the period covered by the contract can be gathered and combined for the Invitation for Bids.
Scrap	Property that has no value except for its basic material content.
Sealed Bid	A bid which has been submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids; usually required by the purchasing authority on major procurements to ensure fair competition among bidders.
SEIS	State Employee Information System
Service	Work performed to meet a demand, especially work that is not connected with a manufacturing process.
Service Contract	A contract that calls for a contractor's time and effort rather than for a concrete end product.
Shall	Denotes the imperative.
Single Source Procurement	An award for a commodity which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.
SME	Subject Matter Expert
Sole Source Procurement	An award for a commodity or service to the only know capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.
Solicitations	The process of notifying prospective bidders or offerors that the jurisdiction wishes to receive bid for furnishing goods or services. This process may consist of public advertising, mailing Invitations for Bids, posting notices, telephone or electronic messages to prospective bidders, or all of theses.
Specifications Committee	A committee which advises and assists the central purchasing authority in establishing specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development of standards.
Spot Purchase	A one-time purchase occasioned by a small requirement, an unusual circumstance, or to take advantage of a favorable market condition.
Standard Specification	A specification established through a standardization process to be used for all or most purchases of the item involved.
Standardization (of Specifications)	The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose.
STARS	State of Tennessee Accounting & Reporting Systems
State Standard Product	Product listed by product name within architectural category, sub-category, and product category and designated as "Current" in the *Tennessee Information Resources Architecture*.
State Taxpayers Budget	The section of the budget that includes only state appropriations and state revenues from general tax sources. The State Taxpayers Budget section excludes appropriations from dedicated taxes and fees which are narrowly levied and earmarked for specific purposes, federal revenues, and all other departmental revenues.

TERM	DEFINITION
Supplemental Agreement	A written agreement entered into by and between the Department and the Contractor, with written assent of the Surety, covering modification or alterations beyond the scope of the original contract, establishing any necessary new contract items, & any other basis of payment, any time adjustments for the work affected by the changes
Supplemental Appropriation	Additional appropriations to the original allotment authorized by the General Assembly after the beginning of the fiscal year.
Supplier	A firm that regularly furnishes needed items to a business or government; a vendor.
Supplies	Items which are consumed or expanded in the course of being used.
Surety	Includes a guarantor.
Surplus Property	Inventory not required by one using agency or all using agencies at the present time or in the foreseeable future.
TAA	Time and Attendance
Tabulation of Bids	The recording of bids and bidding data that was submitted in response to a specific invitation for the purpose of comparison, analysis, and record keeping.
TCRS	Tennessee Consolidated Retirement System
TDOT	Tennessee Department of Transportation
TEAMS	Tennessee Employment Application Monitoring System
Term	That portion of an agreement which relates to a particular matter.
Term Contracting	A technique in which a source or sources of supply are established for a specified period of time, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.
Terms and Conditions	A phrase generally applied to the rules under which all bids must be submitted and the terms that are included in most purchase contracts which are often published by purchasing authorities for the information of all potential bidders.
Terms of Payment	Purchase transactions require payment for the goods or services received, and with exception of an unusual exchange or barter agreement there are three basic payment terms: cash, open account and secured account.
Testing	A procedure for critical evaluation of the completeness and compliance with specifications for a software program or system; a means of determining the quality of the item being tested
TIS	Tennessee Insurance System
Title	The means whereby a person's ownership of property is established.
Token Bid	A perfunctory offer by a bidder with no serious intent of being the successful bidder; usually submitted to maintain eligibility for the bidders list or as an act of collusion.
TOMIS	Tennessee Offender Management Information System
TOPS	Tennessee Online Purchasing System
TRACS	Treasury Accounting Control System
Trade Discount	A deduction from an established price for items or services, often varying in percentage with volume of transactions, made by the seller to those engaged in certain businesses and allowed irrespective of the time when payment is made.
Trademark	A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate his particular goods, and which no other person has the legal right to use.
TRICOR	Tennessee Rehabilitative Initiative in Correction
Type (payroll)	Examples of type of earnings are hours worked, longevity, overtime, bonus, shift differential, educational leave, etc
UN/EDIFACT	United Nations/Electronic Data Interchange For Administration, Commerce and Transport
Uniform Commercial Code	Uniform statue law adopted by states for consistency and modernity in law governing commercial transactions.
Unit Price	The price of selected unit of goods or service (e.g., price per ton, labor hour, foot).

TERM	DEFINITION
Unit Price Extension	The calculation of the total price of goods by multiplying the price per unit by the number of units purchased.
Unsuccessful Bidder	An offer whose bid is not accepted for reasons of price, quality, failure to comply with specifications, etc.
URIS System	Utilities Relocation Information System used for tracking all project information related to the relocation of a utility from start to finish.
Using Agency	A unit of government that requisitions items through central purchasing.
Value	Except as otherwise provided with respect to negotiable instruments and bank collections, a person gives "value" for rights if he/she acquires them: (a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge back is provided for in the event of difficulties in collection; or, (b) as security for or in total or partial satisfaction of a pre-existing claim; or, (c) by accepting delivery pursuant to a pre-existing contract for purchase; or, (d) generally, in return for any consideration sufficient to support a simple contract.
Value Analysis	An organized effort to analyze the function(s) in the most economical manner.
Vendor	A supplier.
Vendor File	The accumulated record maintained by the central purchasing authority of information relevant to his/her business relationship with the record of performance under contracts, correspondence, and the results of special-purpose analyses.
Void	Without legal effect; unenforceable.
Waiver of Bid(s)	A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.
Waiver of Mistake or Informality	The act of disregarding errors or technical nonconformities in the bid which do not go to the substance of the bid and will not adversely affect the competition between bidders.
Warrant	Negotiable instrument issued by statewide accounting.
Web-based	An application built to run using a standard web browser. No applets or applications are installed on the client
Web-enabled	An application to be run through a Web browser. The application may require an applet or application to be installed or downloaded on the client.
WBS	Work Breakdown Structure
XML	eXtensible Markup Language

STATE OF TENNESSEE
ERP SOFTWARE AND SERVICES RFP
317.03-134, ATTACHMENT 6.16
REFERENCE INFORMATION QUESTIONNAIRE
REGARDING ERP SOFTWARE

(Use this form for References from <u>Software Vendors</u> only. Use 6.17 for Services Vendor.)

Proposer's Name (Vendor): _____

Reference (Client Organization) Name:

_____

Person Responding To This
Request for Reference Information: _____
                                       Printed Name

                                       _____
                                       Signature **(MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL)**

                                       _____
                                       (Title)

                                       _____
                                       (Telephone)

                                       _____
                                       (Email)

Date Reference Form Was Completed: _____

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

A. Indicate (by checking box) ERP functionality acquired, and which functionality is currently being implemented or in production for your site. If the software is in production, please indicate the date it was put into production. If the vendor was involved in the implementation of this module, check the box under "Assisted by Vendor." If this was a module implemented using another vendor or done in-house, leave the "Assisted by Vendor" box blank. If other major functionality not listed was acquired, please list these in the blank boxes at the bottom of the table.

Acquired	Functionality	In Production	Assisted by Vendor	Date In Production
☐	General Ledger and Budgetary Control	☐	☐	
☐	Accounts Payable	☐	☐	
☐	Accounts Receivable	☐	☐	
☐	Cash Management/Bank Reconciliation	☐	☐	
☐	Project Management	☐	☐	
☐	Grant Accounting	☐	☐	
☐	Cost Allocation	☐	☐	
☐	Budget Administration	☐	☐	
☐	Purchasing	☐	☐	
☐	Inventory	☐	☐	
☐	Asset Management	☐	☐	
☐	Plant Maintenance	☐	☐	
☐	Fleet Management	☐	☐	
☐	Applicant Services	☐	☐	
☐	Benefits Administration	☐	☐	
☐	Classification and Compensation	☐	☐	
☐	Payroll Administration	☐	☐	
☐	Personnel Administration	☐	☐	
☐	Position Control	☐	☐	
☐	Time Reporting and Leave Accounting	☐	☐	
☐	Employee Self-Service	☐	☐	
☐	Training and Employee Development	☐	☐	
☐	Data Warehouse	☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	

B. Was the software version acquired the general commercial version of the software, or was it specific to an industry?

☐ General commercial version
☐ Public sector version
☐ Other industry-specific version: _____

C. Please rate your level of agreement with the following questions, and note any comments.
IMPORTANT: If you mark disagree, please provide an explanation of your response.

Evaluation Question	Agree → Disagree Strongly → Strongly
1. We negotiated an equitable contract with the software vendor. *Comments:*	☐ ☐ ☐ ☐ ☐
2. We were able to negotiate the contract terms and conditions that were important to us. *Comments:*	☐ ☐ ☐ ☐ ☐
3. We are satisfied with the vendor's responsiveness when there have been issues or problems with the contract. *Comments:*	☐ ☐ ☐ ☐ ☐
4. The vendor followed through with any representation made during the sales process. *Comments:*	☐ ☐ ☐ ☐ ☐
5. We are satisfied with the quality of the software that we acquired. *Comments:*	☐ ☐ ☐ ☐ ☐
6. We are satisfied with the level of effort required to implement the software. *Comments:*	☐ ☐ ☐ ☐ ☐
7. The software is meeting our business needs. *Comments:*	☐ ☐ ☐ ☐ ☐

Evaluation Question	Agree → Disagree Strongly → Strongly
8. We are satisfied with the vendor's responsiveness when there have been issues or problems with the software. *Comments:*	☐ ☐ ☐ ☐ ☐
9. We are satisfied with the quality of the vendor service and support staff with which we have worked during the project and post-implementation. *Comments:*	☐ ☐ ☐ ☐ ☐
10. Knowing what we know now, we would make the same decision to acquire and implement this software. *Comments:*	☐ ☐ ☐ ☐ ☐

11. What other advice do you have for the State of Tennessee?

D. Please provide the following information about your organization and your project. An estimate is sufficient, as we will use this data to improve our project budget.

Organization's operating budget: $_____

Number of employees: _____

ERP hardware platform: _____

ERP database platform: _____

ERP Project: hardware cost: $_____

ERP Project: software cost: $_____

ERP software annual maintenance: $_____

STATE OF TENNESSEE
ERP SOFTWARE AND SERVICES RFP
317.03-134, ATTACHMENT 6.17
REFERENCE INFORMATION QUESTIONNAIRE
REGARDING ERP SERVICES

(Use this form for References from <u>Services Vendors</u> only. Use 6.16 for Software Vendor.)

Proposer's Name (Vendor): _____

Reference (Client Organization) Name:

_____

Person Responding To This
Request for Reference Information: _____
                                     Printed Name

                                     _____
                                     Signature **(MUST BE THE SAME AS THE SIGNATURE
                                     ACROSS THE ENVELOPE SEAL)**

                                     _____
                                     (Title)

                                     _____
                                     (Telephone)

                                     _____
                                     (Email)

Date Reference Form Was Completed: _____

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Indicate (by checking box) ERP functionality acquired, which functionality that the vendor assisted your organization in implementing, and which is currently in production for your site. If the software is in production, please indicate the date it was put into production. If other major functionality not listed was acquired, please list these in the blank boxes at the bottom of the table.

Acquired	Functionality	Assisted by Vendor	In Production	Date In Production
☐	General Ledger and Budgetary Control	☐	☐	
☐	Accounts Payable	☐	☐	
☐	Accounts Receivable	☐	☐	
☐	Cash Management/Bank Reconciliation	☐	☐	
☐	Project Management	☐	☐	
☐	Grant Accounting	☐	☐	
☐	Cost Allocation	☐	☐	
☐	Budget Administration	☐	☐	
☐	Purchasing	☐	☐	
☐	Inventory	☐	☐	
☐	Asset Management	☐	☐	
☐	Plant Maintenance	☐	☐	
☐	Fleet Management	☐	☐	
☐	Applicant Services	☐	☐	
☐	Benefits Administration	☐	☐	
☐	Classification and Compensation	☐	☐	
☐	Payroll Administration	☐	☐	
☐	Personnel Administration	☐	☐	
☐	Position Control	☐	☐	
☐	Time Reporting and Leave Accounting	☐	☐	
☐	Employee Self-Service	☐	☐	
☐	Training and Employee Development	☐	☐	
☐	Data Warehouse	☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	
☐		☐	☐	

2. Please indicate the dates this vendor provided services for the ERP software.

From:		Through:	

3. Indicate the services for ERP software provided by the vendor to your organization.

☐ Assistance with ERP Software Selection
☐ System Needs Analysis and Requirements for New ERP Software
☐ Project Management
☐ Business Process Re-Engineering
☐ Installation, configuration, testing
☐ Post-implementation support
☐ Database administration
☐ System Programming and Customization
☐ Interface Development and Data Exchange
☐ Data Conversion
☐ Project Team and End User Training
☐ Documentation
☐ Cultural Change Management
☐ Help Desk and End User Support
☐ Other: _____

Please rate your level of agreement with the following statements, and note any comments.
IMPORTANT: If you mark "Disagree", please provide an explanation of your response.

Evaluation Question	Agree → Disagree Strongly → Strongly
4. We negotiated an equitable contract with the services vendor, with the terms and conditions that were important to us. *Comments:*	☐ ☐ ☐ ☐ ☐
5. The vendor has been responsive when there have been issues or problems with the contract. *Comments:*	☐ ☐ ☐ ☐ ☐
6. The vendor followed through with any representations made during the sales process. *Comments:*	☐ ☐ ☐ ☐ ☐

Evaluation Question	Agree → Disagree Strongly → Strongly
7. The vendor has a sound project management methodology, using a comprehensive set of tools, processes and templates. *Comments:*	☐ ☐ ☐ ☐ ☐
8. The vendor assigned the right number of vendor personnel with the right skills for the right amount of time to our project. *Comments:*	☐ ☐ ☐ ☐ ☐
9. The vendor was able to complete the project on time and within budget. *Comments:*	☐ ☐ ☐ ☐ ☐
10. The vendor has been responsive when there have been issues or problems post-production. *Comments:*	☐ ☐ ☐ ☐ ☐
11. Knowing what we know now, we would make the same decision to use this vendor for these services. *Comments:*	☐ ☐ ☐ ☐ ☐

12. What other advice do you have for the State of Tennessee?

(Please see the next page for the final question.)

Please provide the following information about your organization and your project. An estimate is sufficient, as we will use this data to improve our project budget.

Organization's operating budget: $_____

Number of employees: _____

ERP hardware platform: _____

ERP database platform: _____

ERP Project: implementation services cost: $_____

Organization's internal implementation cost: $_____

ERP software annual maintenance: $_____

RFP Attachment 6.18 – State Business Process Documentation

The State's "To Be" business process documentation is provided for informational purposes only to the Proposer. This information is considered preliminary and will be confirmed and updated during the Design stage of the project. No response to this documentation has been requested in the RFP, and Proposer shall not include copies of this documentation with its submitted response. Copies of the business process documentation may be downloaded from the RFP Web site, at the link shown below.

http://state.tn.us/finance/oir/pcm/rfps.html

RFP Attachment 6.19 – *Pro Forma* Software License

The *Software License* detailed in this attachment contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final agreements resulting from this RFP.

SOFTWARE LICENSE
BETWEEN THE STATE OF TENNESSEE
AND
[SOFTWARE PROVIDER NAME]

This Software License (the "Contract"), by and between the State of Tennessee, by and through the Department of Finance and Administration, hereinafter referred to as the "Licensee"" and [SOFTWARE PROVIDER LEGAL ENTITY NAME], hereinafter referred to as the "Software Provider," is for the provision of software and support services pertaining to Licensee's Enterprise Resource Planning (ERP) Software and Services project, as further defined in the "SCOPE OF SERVICES."

The Software Provider is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Software Provider's address is:

[ADDRESS]

The Software Provider's place of incorporation or organization is [STATE OF ORGANIZATION].

A.   SCOPE OF SERVICES:

A.1.   General Scope. The Software Provider will provide the software license and support as set forth in this Contract.

A.2.   Definitions and Relationship of Software Provider, State as Licensee, and Licensee's implementation vendor.

A.2.a.   The Software Provider agrees to fully cooperate with the Licensee's implementation vendor, hardware vendor, other software vendors, and /or contractors throughout the implementation of the software, and thereafter, to assist in the determination of the cause of any issues related to the software and/or the system as implemented. The Software Provider is responsible, in accordance with the Warranty and Support provisions of this Software License, for the resolution of issues as related to the software licensed to the Licensee by the Software Provider.

A.2.b.   While the Licensee has a contract with the implementation vendor, the Licensee's implementation vendor shall manage and coordinate the implementation efforts of the Software Provider. The Software Provider must enter into a written agreement (subcontract) with the implementation vendor. This relationship notwithstanding, throughout the term of the Software License, Licensee may contact the Software Provider directly if such contact is deemed by Licensee to be in the best interest of the ERP project.

A.3   Specific Software Provisions. [IF NECESSARY, THE LICENSEE WILL INCLUDE THE SOFTWARE PROVIDER'S LICENSING AGREEMENT AS A PART OF THIS CONTRACT. IF THIS IS THE CASE, ANY AND ALL SOFTWARE PROVIDER LICENSING AGREEMENTS SHALL BE INCLUDED (IN ORIGINAL OR MODIFIED FORM) AS ADDENDA TO THIS CONTRACT, AND THE STATE'S SIGNATURE ON THIS CONTRACT SHALL CONSTITUTE THE STATE'S WRITTEN AGREEMENT TO THE PROVISIONS SO INCLUDED. THE STATE WILL NOT SIGN SEPARATE SOFTWARE PROVIDER LICENSING AGREEMENTS. MOREOVER, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS CONTRACT AND THE TERMS OF ANY SOFTWARE PROVIDER LICENSING AGREEMENT PROVISIONS, THE TERMS OF THIS CONTRACT SHALL PREVAIL. IN ADDITION, THE STATE RESERVES THE RIGHT TO MODIFY THE SOFTWARE PROVIDER'S LICENSING AGREEMENT PROVISIONS PRIOR TO AGREEING TO THEM, IF THE STATE DEEMS THIS NECESSARY IN ORDER TO MEET STATE LEGAL REQUIREMENTS.]

A.3.a.   The Software Provider shall provide Licensee with the software and ongoing software support for the software products described in Attachment A to this Contract, attached hereto and made a part hereof by

reference. [TO BE SUPPLIED BY THE SOFTWARE PROVIDER PRIOR TO STATE'S APPROVAL OF SOFTWARE LICENSE]. "Software" shall mean all products listed by name in Attachment A, including, but not limited to, modules, complete applications, components, builds, add-ons, plug-ins, and individual lines of software code; and including the Contractor-Owned Software, Custom Developed Application Software, and Rights Transfer Application Software as those terms are defined herein in Section D.4. This Contract, including its attachments, is the sole agreement between Licensee and Software Provider with respect to the Software. Licensee will not enter into any other software licensing agreements with the Software Provider for the products listed in Attachment A.

A.3.b. Software Provider hereby grants to Licensee a non–exclusive, irrevocable, perpetual license with right of sublicense, to use the Contractor-Owned Software for Licensee's Internal Business Operations, but not including the right to market or sell the software for commercial purposes, in machine-readable object code in the Territory (the "License"). "Internal Business Operations" shall mean all business of any kind undertaken by or on behalf of the State of Tennessee, its agents or its representatives. "Territory" shall mean throughout the world.

A.3.c. The State recognizes that various Software Providers have different License Methods, for example: unlimited or limited user licenses, unlimited or limited device licenses ("device" means a personal computer, server, CPU, mainframe, etc.). "Licensed Units" shall mean "users," "devices," etc., as applicable. The particular license method used for this Software License will determine the provisions in effect with regard to Software Provider's ability to audit the number of Licensed Units. [DURING CONTRACT FINALIZATION, THE STATE AND SOFTWARE PROVIDER WILL DETERMINE THE LICENSE METHOD IN EFFECT FOR THIS SOFTWARE LICENSE AND WILL INCLUDE IN THE SOFTWARE LICENSE APPLICABLE CLAUSES FROM THE SELECTIONS BELOW.]

  i. Unlimited User License. Unlimited numbers of Licensee users shall be able to access and use the Software, in accordance with the terms of this License, including but not limited to, employees of Licensee, service providers or potential service providers of Licensee, and non-employee individuals transacting business of any kind with Licensee.

  ii. Limited Users. Licensee shall not permit more than [NUMBER TO BE ENTERED DURING CONTRACT FINALIZATION] number of Users to use the software concurrently. "Users" shall mean those individuals identified by Licensee as authorized to use the Software under the terms of this License, including but not limited to, employees of Licensee, service providers or potential service providers of Licensee, and non-employee individuals transacting business of any kind with Licensee.

  iii. Unlimited Device License. Licensee may install the Software on an unlimited number of devices, in accordance with the terms of this License.

  iv. Limited Device License. Licensee shall not permit the Software to be installed on more than [NUMBER TO BE ENTERED DURING CONTRACT FINALIZATION] devices, in accordance with the terms of this License.

  v. For Sections A.3.c.ii and A.3.c.iv above, the following provisions shall apply:

    1) Software Provider shall be permitted to audit (at least once annually and in accordance with provider's standard procedures, to the extent that these procedures do not violate State security standards or interfere with the daily conduct of State business) the usage of the Software. In the event an audit reveals that Licensee underpaid License Fees to Software Provider, Licensee shall pay such underpaid fees based on Additional License Fees given in Section C.3 and conditions in effect at the time of the audit.

    2) If the Licensee has a need to exceed the Licensed Units named in Section A.3.c.ii and A.3.c.iv, the Licensee shall procure additional blocks of user licenses in accordance with the terms of Sections C.3.f and C.3.g, respectively.

A.3.d. The License includes access to documentation and other proprietary information related to the Software (the "Proprietary Information"), which Software Provider shall deliver to Licensee promptly upon execution

of the Contract and which Software Provider shall update and supplement as required during the Term of this License, in accordance with Section A.4 below.

A.3.e   Licensee shall not copy, retain, or disclose Proprietary Information or the Software except to the extent necessary for the performance of this and the use of the Software, and except as required by law.

A.3.f.   The License includes the right to make Modifications to the Software as Licensee determines is necessary. "Modifications" shall mean any revisions or improvements made to the Software.

A.3.g.   All right, title and interest in and to the Software shall be governed by the provisions contained in Section D.4 of this Agreement.

A.3.h.   <u>Software Provider Duties.</u> Software Provider shall:

i.   Install the Software in Licensee's development environment and demonstrate successful completion of the Vendor Baseline Test Suite (The "Initial Software Installation").   "Vendor Baseline Test Suite" means that all baseline software as proposed (including any 3rd party software proposed and required to meet functional requirements in the RFP) has been properly installed and is functioning as intended; and Software Provider's test suite has been run and verified against installed software.

ii.   Provide Support as defined in Section A.4 of this Agreement, renewable annually, for the full Term of the Contract.

iii.   For successful performance of these duties, Software Provider will be compensated in accordance with Section C.3.

A.3.i.   <u>Export Control</u>. The Software, documentation, and other proprietary information are or may be subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, prohibiting the export or diversion of certain technical products to certain countries.

A.4.   <u>On-Going Support</u>.

A.4.a.   The Software Provider shall provide technical support to Licensee—via on-line interface and toll-free telephone number--for the Software ("Support"). Support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to escalate the questions for response.

A.4.b.   In the event that a problem does require escalation, the Software Provider shall respond to requests for technical support, or requests for information within three business (3) days, by either correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested. Responses to problems identified by Licensee as urgent will be made within one (1) calendar day.

A.4.c.   The Software Provider shall also make available to Licensee, at no additional cost, any software improvements made commercially available, including, but not limited to: upgrades, patches, and new version releases.

A.4.d.   Compensation to the Software Provider for Support is included within the Annual Ongoing Software License fees detailed in Section C.3.a.

A.5.   <u>Source Code in Escrow</u>.

A.5.a.   For any source code that does not become property of Licensee, the Software Provider shall maintain copies of the source code in escrow with an escrow company pre-approved by Licensee. The Software Provider shall pay all fees associated with placing and maintaining the source code in escrow.

A.5.b.   Within fifteen (15) calendar days after Licensee's approval of the Software License, the Software Provider shall submit to Licensee a letter naming the escrow company that the Software Provider intends to use. This letter must include the name, address, and full contact information for the recommended escrow company. Licensee will indicate its approval or disapproval in writing.

A.5.c.   Within fifteen (15) calendar days after Licensee has provided to the Software Provider the written approval of a recommended escrow company, the Software Provider shall place the source code in escrow with the approved escrow company. The Software Provider shall provide Licensee with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming Licensee's right to obtain the source code directly from the escrow company in the event of Software Provider default as described below. Throughout the term of the contract, the Software Provider shall ensure that the source code in escrow is kept current with Licensee's production environment, matching Licensee's production version level, including any upgrades, enhancements, or new releases that are applied to Licensee's system.

A.5.d.   In the event that Software Provider files a petition in bankruptcy, becomes insolvent, is unable to pay its debts as they become due, or is otherwise unable to provide the Support described in this Agreement, Licensee may obtain the source code from the Escrow Agent.

A.6.   Representations and Warranties. Software Provider represents and warrants that the Software will perform substantially in accordance with its documentation and that the Software, or Licensee's use of the Software as permitted under this Agreement, does not infringe the copyrights, trademarks, trade secrets, or other intellectual property or other proprietary right of any third party. The term of the Warranty Period for the software performing substantially in accordance with its documentation shall be limited to twelve (12) months, from the date that the Software in question is used in a production mode in the Licensee's ERP system. The term of the Warranty Period with regard to non-infringement shall be perpetual.

A.7.   State's Right to Remove Modules from the ERP System. The Software Provider may provide one or more optional software modules as a part of its portion of the ERP System. In this event, the following provisions shall apply. [IF THIS CLAUSE DOES NOT APPLY TO THE SOFTWARE PROVIDER, SECTION A.7 WILL BE STRICKEN DURING CONTRACT FINALIZATION.]

A.7.a.   The State reserves the right, at any time during the term of the Contract and at the State's sole discretion, to reduce the scope of the Contractor's obligations by removing any or all of the following software modules and their associated implementation services from the ERP project scope:

    i.   Budget Administration

    ii. Applicant Services

    iii. Fleet Management

    iv. Data Warehouse and Business Data Analysis

    v.   Travel

A.7.b   The State will use the following criteria to determine the suitability of the five application modules listed in A.7.a above.

    i.   Module Fit from ERP Functional Requirements. If an application module scores less than 70% of the possible total maximum points from the evaluation of that module in the ERP Functional Requirements, either during initial Technical Proposal scoring (Round 1), or during the BAFO process (Round 2), then that module will be eligible, at the State's discretion, for exclusion.

    ii. Module Fit from Software Demonstration. If an application module scores less than 70% of the possible total maximum points from the evaluation of that module in the Software Demonstration, that module will be eligible, at the State's discretion, for exclusion.

iii. Degree of Customization. If the total cost to modify an application module to make it meet the State's requirements is more than 50% of the software license fee quoted for that module in the BAFO (Round 2) Cost Proposal, that module will be eligible, at the State's discretion, for exclusion.

iv. Module Maturity. The module shall be eligible, at the State's discretion, for exclusion, if it does not meet the following requirements:

1) The software has been installed at two or more other public sector organizations with total annual expenditures of $12 billion or more (capital inclusive) and at least 25,000 employees.

2) The software must have been in production for at least one year at the two deployments referenced in Section A.7.b.iv.1.

B.   <u>SOFTWARE LICENSE TERM:</u>   The License shall be perpetual.

C.   <u>PAYMENT TERMS AND CONDITIONS</u>:

C.1.   <u>Maximum Liability</u>. In no event shall the maximum liability of Licensee under this Contract exceed [WRITTEN DOLLAR AMOUNT] ($[NUMBER AMOUNT]) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider.

The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract.

C.2.   <u>Compensation Firm</u>. Except as specified under C.3.a, the License Fees and the Maximum Liability of Licensee are firm for the Term of the License and are not subject to escalation for any reason unless amended.

C.3.   <u>Payment Methodology</u>. The Software Provider shall be compensated based on the License Fees defined herein in a total amount not to exceed the Maximum Liability established in Section C.1. The Software Provider's compensation shall be contingent upon the satisfactory completion of Software Provider's duties defined in Section A herein. The Software Provider shall be compensated based upon the following License Fees:

C.3.a. License Fees. [UPON CONTRACT FINALIZATION, THE TABLES BELOW WILL BE MODIFIED TO REFLECT THE COSTS FOR SPECIFIC SOFTWARE PRODUCTS PROVIDED BY THE SOFTWARE PROVIDER]

Core Software	Amount
HR/Payroll Software	
Human Resources	$ -
Payroll Administration	$ -
Benefits Administration	$ -
Insurance Administration	$ -
Finance, Procurement, Logistics Software	
Financial Management	$ -
Purchasing	$ -
Inventory	$ -
Plant Maintenance	$ -
Core Software License	$ -

Payment Number	Core Software Description	Estimated Payment Month	Payment Percentage	Payment Amount
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	$ -
2	Annual Ongoing Software License	Jul-06	100%	$ -
3	Final Software Installation Payment	Jan-07	50%	$ -
4	Annual Ongoing Software License	Jan-07	100%	$ -
5	Annual Ongoing Software License	Jan-08	100%	$ -
6	Annual Ongoing Software License	Jan-09	100%	$ -
7	Annual Ongoing Software License	Jan-10	100%	$ -
	Total Software and Ongoing License			$ -

Optional Software	Amount
Budget Administration	$ -
Applicant Services	$ -
Fleet Management	$ -
Data Warehouse and Business Data Analysis	$ -
Travel	$ -
Optional Software License	$ -

Payment Number	Optional Software Description (Budget Admin, Applicant Services, Fleet Management, Data Warehouse and Business Data Analysis, Travel)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Optional Software License, Payment to Software Vendor (6) Six Months After Completion of Vendor Baseline Test Suite	TBD	100%	$ -
2	Annual Ongoing Software License, Optional Software	TBD	N/A	$ -
3	Annual Ongoing Software License, Optional Software	TBD	N/A	$ -
4	Annual Ongoing Software License, Optional Software	TBD	N/A	$ -
5	Annual Ongoing Software License, Optional Software	TBD	N/A	$ -
6	Annual Ongoing Software License, Optional Software	TBD	N/A	$ -
	Total Software and Ongoing License		100%	$ -

Other Software	Amount
[SOFTWARE NAME]	$ -
[SOFTWARE NAME]	$ -
[SOFTWARE NAME]	$ -
[SOFTWARE NAME]	$ -
[SOFTWARE NAME]	$ -
Other Software License	$ -

Payment Number	Other Software Description	Estimated Payment Month	Payment Percentage	Payment Amount
1	Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	TBD	100%	$ -
2	Annual Ongoing Software License, Other Software	TBD	N/A	$ -
3	Annual Ongoing Software License, Other Software	TBD	N/A	$ -
4	Annual Ongoing Software License, Other Software	TBD	N/A	$ -
5	Annual Ongoing Software License, Other Software	TBD	N/A	$ -
6	Annual Ongoing Software License, Other Software	TBD	N/A	$ -
	Total Software and Ongoing License		100%	$ -

Software Provider agrees that any increases in Annual Ongoing Software License fees for the licensed software that the Software Provider may wish to make upon completion of the Annual Ongoing Software License payments provided for in the table above shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Notwithstanding the foregoing, in any event Licensee shall only pay a License Fee equal to or less than the lowest License Fee being paid by any similarly situated licensee in any year during the Term.

C.3.b.   <u>Milestone Completion Criteria and Payment Methodologies</u>. The completion of the above milestones shall be defined as follows:

C.3.b.i.   Core Software Payment Methodology.

1)   Initial Software Installation. The Licensee shall compensate the Software Provider for Payment Number 1 above upon completion and the State's written approval of the Vendor Baseline Test Suite. Payment will equal 35% of the Core Software License fee.

2)   Final Software Installation. The Licensee shall compensate the Software Provider for Payment Number 2 above six months after completion of the Licensee's approval of the Vendor Baseline Test Suite. Payment will equal 65% of the Core Software License fee.

3)   Annual Ongoing Software License Fees for License Years 1 through 5. The Licensee shall compensate the Software Provider for Year 1 Annual License six months after the Licensee's approval of the Baseline Vendor Test Suite. Subsequent Annual License payments for Years 2 through 5 shall be made on the anniversary date of the Year 1 payment.

C.3.b.ii.   Optional Software Modules. For Optional Software, and assuming Licensee decides to retain the software in question, payment milestones shall be as follows. <u>Note: no payments will be made if the Licensee decides not to retain the software</u>:

1)   Optional Software License. The Licensee shall compensate the Software Provider for Optional Software License Payment Number 1 above six months after completion of the Licensee's approval of the Vendor Baseline Test Suite. Payment will equal the full amount of the Optional Software License.

2)   Annual License Fees for License Years 1 through 5. The Licensee shall compensate the Software Provider for Optional Software Year 1 Annual License six months after the Licensee's approval of the Baseline Vendor Test Suite. Subsequent Optional Software Annual License payments for Years 2 through 5 shall be made on the anniversary date of the Year 1 payment.

C.3.b.iii.   Other Software Payment Methodology.

1)   Other Software License. The Licensee shall compensate the Software Provider for Other Software Payment Number 1 upon completion and the Licensee's approval of the Vendor Baseline Test Suite. Payment will equal the full amount of the Other Software License.

2)   Annual License Fees for License Years 1 through 5. The Licensee shall compensate the Software Provider for Other Software Year 1 Annual License six months after the Licensee's approval of the Baseline Vendor Test Suite. Subsequent Other Software Annual License payments for Years 2 through 5 shall be made on the anniversary date of the Year 1 payment.

C.3.c.   In the event that this Contract is terminated prior to the end of any Annual Licensure Fee year, then the Software Provider shall prorate the Annual Ongoing Software License fee and shall reimburse Licensee for the full monetary amount of the remainder of the unused licensure year.

C.3.d. The Software Provider shall submit invoices in form and substance acceptable to Licensee with all of the necessary supporting documentation, prior to any payment.

C.3.e. If payments are not made in accordance with the terms of this Agreement, Software Provider reserves the right to suspend performance under this Agreement, without incurring liability. However, such right to suspend performance is contingent upon Software Provider providing written notice to Licensee to the attention of Licensee contact given in Section D.2 herein, with a copy to General Counsel, Department of Finance and Administration, Suite 2100, Wm. R. Snodgrass Tennessee Tower, Nashville, Tennessee 37243, at least fifteen (15) days prior to such intended suspension.

C.3.f. Additional User License Fees. The Licensee shall compensate the Software Provider for additional blocks of 100 users in accordance with the following licensure fee structure:

	Proposed Fee for One (1) Additional Block of 100 User Licenses
Core System Users (Plant Maintenance)	[NUMBER]
Core System Users (Fleet Management)	[NUMBER]
Core System Users (Budget Development & Administration)	[NUMBER]
Core System Users (All Other HR, Payroll, Finance, Procurement and Logistics)	[NUMBER]
Employee Self-Service Users	[NUMBER]
Vendor Self-Service Users	[NUMBER]
Insurance Self-Service Users	[NUMBER]
Other Software Users; [SOFTWARE NAME]	[NUMBER]

C.3.g. Additional Device License Fees. The Licensee shall compensate the Software Provider for each additional Device License in accordance with the following licensure fee structure:

	Proposed Fee to Install the Software On One (1) Additional Device
[SOFTWARE NAME]	[NUMBER]
[SOFTWARE NAME]	[NUMBER]

C.4 Travel Compensation. The State shall reimburse the Contractor for travel specifically related to the system support provisions of this Contract (Section A.4) and undertaken in each event with prior written approval of the State. Such Compensation for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. The State Comprehensive Travel Regulations may be found at the following website: http://tennessee.gov/finance/act/travel.html

C.5. Payment of Invoice. The payment of the invoice by Licensee shall not prejudice Licensee's right to object to or question any invoice or matter in relation thereto. Such payment by Licensee shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. <u>Invoice Reductions</u>. The Software Provider's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Licensee, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. <u>Deductions</u>. Licensee reserves the right to deduct from amounts which are or shall become due and payable to the Software Provider under this or any contract between the Software Provider and Licensee any amounts which are or shall become due and payable to the Licensee by the Software Provider.

C.8. <u>Automatic Deposits</u>. The Software Provider shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Software Provider by Licensee. Once this form has been completed and submitted to Licensee by the Software Provider all payments to the Software Provider, under this or any other contract the Software Provider has with Licensee shall be made by Automated Clearing House (ACH). The Software Provider shall not invoice Licensee for services until the Software Provider has completed this form and submitted it to Licensee.

D. <u>SPECIAL TERMS AND CONDITIONS:</u>

D.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

D.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

> The State:
>   Stephanie Richardson, Edison Project Director
>   Department of Finance and Administration, Enterprise Resource Planning Division
>   162 3rd Ave. North
>   Nashville, TN 37243
>   Phone: (615) 253-2725
>   Fax: (615) 253-2980
>
> The Software Provider:
>   [NAME AND TITLE OF SOFTWARE PROVIDER CONTACT PERSON]
>   [SOFTWARE PROVIDER NAME]
>   [ADDRESS]
>   [TELEPHONE NUMBER]
>   [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3)business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

D.3. <u>Subject to Funds Availability</u>. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Licensee reserves the right to terminate the Contract upon written notice to the Software Provider. Said termination shall not be deemed a breach of contract by Licensee. Upon receipt of the written notice, the Software Provider shall cease all work associated with the Contract. Should such an event occur, the Software Provider shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Software Provider shall have no right to recover from Licensee any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4.   Ownership.

D.4.a.   Definitions of Software Categories. The Software may be comprised of the following portions:

D.4.b.   "Contractor-Owned Software," which shall mean commercially available application Software the rights to which are owned by Software Provider, including but not limited to commercial "off-the-shelf" Software which is not developed using Licensee's money or resources.

D.4.c.   "Custom-Developed Application Software," which shall mean customized application software developed by Software Provider solely for Licensee.

D.4.d.   "Rights Transfer Application Software," which shall mean any pre-existing Software owned by Software Provider, provided to Licensee and to which Software Provider grants and assigns all of its rights, including the source code, to Licensee. (The Rights Transfer Application Software and the Custom-Developed Application Software shall collectively be known as "Work Product.")

D.4.f.   Title to the Software

   i.   All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Software Provider, subject to the license granted herein.

   ii.   All right, title and interest in and to the Work Product, and to Modifications (collectively, the "Developed Software") made by Licensee including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Developed Software, shall belong to Licensee. To the extent such rights do not automatically belong to Licensee, Software Provider hereby assigns, transfers, and conveys all right, title and interest in and to the Developed Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Developed Software. Software Provider shall execute any other documents that Licensee or its counsel deem necessary or desirable to document this transfer and/or allow Licensee to register its claims and rights to such intellectual property rights or enforce them against third parties, and Software Provider shall cooperate fully in the foregoing endeavors. Licensee hereby grants Software Provider a non-exclusive, limited and revocable license to use the Developed Software, only in connection with other state and local government entities and only after obtaining Licensee's prior approval, which approval shall not be unreasonably withheld.

D.4.g.   Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Software Provider's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

D.4.h.   Development of Similar Materials. Nothing in the Contract shall prohibit the Software Provider from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

D.5.   Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Software Provider by the State or acquired by the Software Provider on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Software Provider to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Software Provider's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Software Provider of this Contract; previously possessed by the Software Provider without written obligations to the State to protect it; acquired by the Software Provider without written restrictions against disclosure from a third party which, to the Software Provider's knowledge, is free to disclose the information; independently developed by the Software

Provider without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Software Provider to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Software Provider due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

D.6. <u>HIPAA Compliance</u>. Licensee and Software Provider shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

    a.   Software Provider warrants to Licensee that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

    b.   Software Provider warrants that it will cooperate with Licensee, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

    c.   Licensee and the Software Provider will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep Licensee and Software Provider in compliance with HIPAA. This provision shall not apply if information received by Licensee under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits Licensee to receive such information without entering into a business associate agreement or signing another such document.

    d.   The Software Provider agrees that it shall be liable for any charges imposed by the Federal Government on the Licensee as a result of any claim related to HIPAA non-compliance, to the extent that such claim is related to products provided by the Software Provider.

D.7. <u>Copyrights and Patents</u>. The Software Provider agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Software Provider's performance of this Contract. In any such action brought against the State, the Software Provider shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Software Provider further agrees it shall be liable for the reasonable fees of attorneys for Licensee in the event such service is necessitated to enforce the terms of this provision. The State shall give the Software Provider written notice of any such claim or suit and full right and opportunity to conduct the Software Provider's own defense thereof.

D.8. <u>Date/Time Hold Harmless</u>. As required by **Tennessee Code Annotated**, Section 12-4-118, the Software Provider shall hold harmless and indemnify Licensee; its officers and employees; and any agency or political subdivision of Licensee for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

D.9. <u>Limitation of Liability</u>. The Software Provider's liability to the Licensee, and its indemnification of the Licensee for any acts or omissions attributable to the Software Provider under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be determined by the Licensee's Maximum Liability provisions in Paragraph C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Software Provider. The Licensee will not indemnify the Software Provider for damages caused by the Software Provider's own actions or negligence, or those of third parties.

D.10.   Accessibility. The implemented software solution must be accessible to individuals with disabilities at the time the software is put into productional use. This includes addressing the Americans with Disabilities Act (ADA) Section 508 standards and Web Accessibility Initiative (WAI) Web Content Accessibility Priority 1 guidelines. If the Licensee notifies the Software Provider that a person has made a claim against the Licensee concerning accessibility of products furnished by the Software Provider under this contract, the Software Provider will work with the Licensee in an effort to remedy the claim in a timely manner. To the extent that the claim is related to products provided by the Software Provider, the Software Provider further agrees that it shall be liable for the actual costs of attorney fees to defend the Licensee and the monetary amount of any judgments rendered against the Licensee as a result of any such claim.

D.11.   COBRA Compliance. The implemented software solution must comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Software Provider agrees that it shall be liable for any charges imposed by the Federal Government on the Licensee as a result of any claim related to COBRA compliance, to the extent that such claim is related to products provided by the Software Provider.

D.12.   Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

   a*.*   The Contract
   b*.*   Attachments to the Contract

   In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

STANDARD TERMS AND CONDITIONS:

E.1.   Required Approvals. Licensee is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations, as indicated by the signatures of said officials being affixed to the contract.

E.2.   Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

E.3.   Termination for Convenience. Licensee may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Licensee. Licensee shall give the Software Provider at least thirty (30) days written notice before the effective termination date. The Software Provider shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Licensee be liable to the Software Provider for compensation for any service which has not been rendered.   Upon such termination, the Software Provider shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4.   Termination for Cause. If the Software Provider fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Software Provider violates any terms of this Contract, Licensee shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The State will invoke its right to terminate under this provision only for a material breach of the Contract. Notwithstanding the above, the Software Provider shall not be relieved of liability to Licensee for damages sustained by virtue of any breach of this Contract by the Software Provider.

E.5.   Subcontracting. The Software Provider shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Licensee. If such subcontracts are approved by Licensee, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections E.6. and E.7.). Notwithstanding any use of approved subcontractors, the Software Provider shall be responsible for all work performed.

E.6. Conflicts of Interest. The Software Provider warrants that no part of the total Value of the Contract shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Software Provider in connection with any work contemplated or performed relative to this Contract.

E.7. Nondiscrimination. The Software Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Software Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Software Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.8. Records. The Software Provider shall maintain documentation for all charges against Licensee under this Contract. The books, records, and documents of the Software Provider, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Licensee, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

E.9. Monitoring. The Software Provider's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Licensee, the Comptroller of the Treasury, or their duly appointed representatives.

E.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Software Provider, being an independent contractor and not an employee of Licensee, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Software Provider's employees, and to pay all applicable taxes incident to this Contract.

E.12. State Liability. State shall have no liability except as specifically provided in this Contract.

E.13. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

E.14. State and Federal Compliance. The Software Provider shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

E.15. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Software Provider agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Software Provider acknowledges and agrees that any rights or claims against Licensee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407. In addition, the parties

acknowledge that Licensee is subject to specific requirements under Tennessee law, and therefore cannot agree to:

a. binding arbitration or mediation

b. injunctive relief or the payment of court costs or attorney fees

c. limitations of warranty or liability that are not approved under the provisions of T.C.A. 12-4-119 and implementing regulations.

d. confidentiality agreements that are inconsistent with the Tennessee Open Records Act, T.C.A. 10-7-504.

E.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

E.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

E.19. Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

IN WITNESS WHEREOF:

[SOFTWARE PROVIDER LEGAL ENTITY NAME]:

[NAME AND TITLE]   **Date**

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner   **Date**

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner   **Date**

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury   **Date**

RFP Attachment 6.20 – Best and Final Offer (BAFO) Process

6.20.1   Introduction

In the interest of obtaining the best value for the State of Tennessee, the Edison project RFP will incorporate a Best and Final Offer (BAFO) process. The BAFO process will take place after the State scores the initial Technical Proposals. The initial process is referred to as "Round 1"; the BAFO process itself takes place in "Round 2." These two stages and their associated procedures are described below.

Important Note: Unless otherwise specifically indicated in writing by the State, all requirements concerning Proposal development, packaging, and submission as defined throughout the RFP, and specifically in RFP Section 3, shall also apply to the BAFO process. This applies, for example, to the number of paper and CD copies, etc.

6.20.2   Round 1 – Evaluation of Technical Proposal

6.20.2.1   Interested Proposers will submit initial Technical Proposals only, in accordance with the process described in RFP Section 3. Cost Proposals will not be submitted during Round 1.

6.20.2.2   The State will score these initial Technical Proposals, as described RFP Section 5. The scores shall be based on the following components: Qualifications and Experience, Technical Approach, System Requirements, and Software Demonstration. Technical Proposal scores shall be finalized and secured prior to proceeding to Round 2.

6.20.2.3   This score is not in any sense a final score and the evaluation process shall not be deemed to be complete at this point. Therefore, neither the scoring results nor any other documentation associated with the evaluation process is available for public access at this time. Evaluators will not have access to other evaluators' Technical Proposal scores or to any other detailed Round 1 scoring results.

6.20.2.4   All Proposers who do not fail mandatory requirements during Round 1 will qualify to participate in Round 2.

6.20.3   Round 2 – BAFO Process

6.20.3.1   Contemporaneous with the initial scoring, the State Evaluation Teams and State Subject Matter Experts (SMEs) may identify areas of the Technical Proposals that require further clarification, or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's requirements. The identified issues will be included in a draft BAFO Request.

6.20.3.2   The BAFO Request document will be structured as follows:

❖ BAFO Technical Section – This section will be further subdivided, with questions based on information gathered during initial Proposal review:

  o Questions/clarifications applicable to all Proposers

  o Questions/clarifications specific to a given Proposer

❖ Cost Section – This will require the initial and only submission of the Cost Proposal using the Cost Proposal forms and supplements outlined in RFP Attachments 6.5 and 6.6.

Note that each BAFO Request will be unique and Proposers will not be able to see other Proposers' BAFO Requests prior to the issuance of the Evaluation Notice (see RFP Section 2, RFP Schedule of Events).

6.20.3.3   Prior to distributing the BAFO Request documents to the Proposers, the State Evaluation Teams will review, modify, and approve the documents. After this process, the BAFO Request Documents will be sent to the specific Proposers to which they pertain.

6.20.3.4   If the State determines that the nature of the requested clarifications warrants a "Pre-BAFO Conference" the State will notify the qualifying Proposers and such a conference will be held. Attendance at the Pre-BAFO Conference is **mandatory** for at least one (1) representative from each of the vendors intending to submit a BAFO Proposal.

6.20.3.5   Proposer's BAFO Proposal. The Proposer's BAFO Proposal will be submitted in two separately sealed and packaged sections coinciding with the structure described in Section 6.20.3.2: (1) BAFO Technical Proposal; and (2) Cost Proposal.

6.20.3.6   BAFO Technical Section. In its response to the BAFO Technical Section, the Proposer will not resubmit the entire Technical Proposal. Instead, the Proposer will respond to the specific requests detailed in the BAFO request document. In addition, with the exception of RFP Attachment 6.3, Mandatory Requirement Items A.1, A.2, A.3, A.4, and A.5, the Proposer may address other sections of the Proposal that were not identified by the State, but that the Proposer believes need to be clarified or supplemented in its BAFO response. All response items must specifically reference the RFP Section to which they pertain. Important Note: The BAFO Technical Section must not contain any cost information.

6.20.3.7   Cost Section. The Proposer will take the information provided in the BAFO Request document into account and will submit the Cost Proposal, using the Cost Proposal evaluation and supplement forms in RFP Attachments 6.5 and 6.6. The Cost Proposal must be sealed and packaged separately from the BAFO Technical Proposal.

6.20.3.8   Proposers must submit their BAFO responses to the RFP Coordinator named in RFP Section 1.5.1.1 by no later than the date specified in RFP Section 2, RFP Schedule of Events.

6.20.3.9   The State RFP Coordinator will receive the BAFOs and, with the assistance of the SMEs, will create BAFO score sheets, which the evaluators will use to record revised technical scores for Technical Proposal sections clarified by the Proposers as a result of the BAFO Request document. If the Proposers have identified any additional Technical Proposal areas that require clarification or supplementation, but that were not identified by the State in the BAFO Request, the score sheets will also be updated to include space for evaluators to update these scores. The BAFO score sheets (RFP Attachment 6.21) will include a column for the initial score given in Round 1 and a column for the revised BAFO score.

6.20.3.10 On the BAFO score sheets, for any sections which have not been clarified or supplemented through the BAFO process, the State will simply carry the initial scores forward, without change, from the "Initial Score" (Round 1) score column into the "BAFO Score" column. Evaluators will not be able to overwrite or change these Round 1 scores.

6.20.3.11 For all sections that have been clarified or supplemented, the relevant row in the BAFO Score column will be blank, and the evaluator will enter a new score for this section. Note that this score could be higher than, lower than, or the same as the Round 1 score, depending on the evaluator's assessment of the revised information.

6.20.3.12 The resulting score sheet will contain scores in all rows of the BAFO scores column. These scores will then be used as described in the BAFO score sheets (RFP Attachment 6.21) to

determine BAFO scores for the following Technical Proposal sections: Qualifications and Experience, Technical Approach, and System Requirements. These scores will be added to the Software Demonstration score from Round 1 to determine the Proposer's final BAFO score. In other words, regardless of the content of the BAFO Proposals received, the Software Demonstrations will not be re-scored. The State will record all scores on the Proposal Score Summary Matrix (RFP Attachment 6.7), average the scores, and perform the necessary calculations to determine Proposer's final BAFO Technical Score.

6.20.3.13 After the BAFO Technical Scores for all Proposers have been finalized, the RFP Coordinator will open the Cost Proposals and calculate the Cost Score using the formulae contained in RFP Attachment 6.6. These Cost Scores will also be entered into the Proposal Score Summary Matrix.

6.20.3.14 The BAFO Technical Score will then be added to the Cost Score to derive the Final BAFO Score.

6.20.3.15 The Proposal Evaluation Team will recommend for award the Proposer with the highest Final BAFO Score and proceed to final Software License negotiations with the software vendor(s) associated with that Proposer (otherwise known as the "Integrator").

6.20.3.16 In the event that the State cannot successfully negotiate Software Licenses with the Integrator's software vendor(s), the State reserves the right to devolve to the next-best-evaluated Proposer, and enter into negotiations with those software vendors.

6.20.3.17 The State does not intend to negotiate any Terms and Conditions with the Integrator.

6.20.3.18 Once Software Licenses have been successfully negotiated, the State will proceed with the approval process for the Integrator and Software License agreements, as described in RFP Section 5.3.

RFP Attachment 6.21 – Best and Final Offer (BAFO) Score Sheets

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
EVALUATOR NAME:	**DATE:**	
EVALUATOR SIGNATURE:		

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
	B.1-A	Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.1-B	Describe the primary <u>software</u> vendor's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.1-C	Detail the name, mailing address, email address, fax number and telephone number of the person the State should contact regarding the proposal. There must be one primary contact for the proposal.
	B.2-A	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years, and if so, an explanation providing relevant details.
	B.2-B	Provide a statement of whether there have been any mergers, acquisitions, or sales of the primary <u>software</u> vendor's company within the last ten years, and if so, an explanation providing relevant details.
	B.3	Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors proposed to work on this engagement have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.
	B.4-A	Provide a statement of whether there is any material pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.4-B	Provide a statement of whether there is any material pending litigation against the primary <u>software</u> vendor; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the prime software vendor's performance in a contract under this RFP.
	B.5-A	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.5-B	Provide a statement of whether, in the last ten years, the primary <u>software</u> vendor

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6-A Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.6-B Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the primary <u>software</u> vendor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the vendor's performance in a contract under this RFP.
	B.7-A Provide a brief, descriptive statement (no more than five pages) indicating the Proposer's credentials to deliver the services sought under this RFP. Describe experience with similar projects for statewide and large local government enterprise-wide projects.
	B.7-B Provide a brief, descriptive statement (no more than five pages) indicating the primary <u>software</u> vendor's credentials to provide the products sought under this RFP. Describe experience with similar projects for statewide and large local government enterprise-wide projects.
	B.8 Briefly describe (no more than one page) how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Briefly describe (no more than one page) the Proposer's organization's number of employees, client base, and location of offices.
	B.10 Provide a narrative description of the recommended project organization. Refer to the model Project Organization Chart shown in Contract Attachment B, ERP Scoping Information, Section B.5.3, and present an updated proposed organization chart for the implementation team, showing the Proposer's recommended project organization and including all of the recommended Proposer and State roles. Provide a table showing all roles (Proposer, State or subcontractor) proposed for the engagement with a brief description of the responsibilities and the recommended staffing level and expected source (Proposer, State) of personnel for each listed role. In addition to the narrative for this section, Proposer must complete the three schedules supplied in Excel format in RFP Attachment 6.4, the Technical Proposal Supplement. Instructions for completing Schedules 1 and 2, the Staffing Plan spreadsheets, are provided on the first sheet, labeled "Instructions Scheds. 1 & 2", in the file "RFP-317 03-134 Att 6.4 Technical Proposal Supplement.xls". The staffing plan includes two schedules: (Schedule 1) a schedule of staff project hours by role, by month for the HR/Payroll implementation, and (Schedule 2) a schedule of staff project hours by role, by month for the Financials/ Procurement/ Logistics implementation. Additionally, Proposer must complete Schedule 3, "Conversions and Interfaces" in this same Excel workbook. Instructions for completing this schedule are on a worksheet titled, "Instructions Sched 3." Note that these schedules are requesting estimates in number of hours only. <u>Do not include any cost or pricing information on these schedules.</u> There are similar

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
		schedules as part of the Cost Proposal that price the information shown here.
		The three Excel schedules must be included in the Proposer's printed response for this section in addition to the narrative. Also, the Proposer must submit an electronic version of these schedules in Excel format as required in Section 3.3.4. Do not submit these schedules electronically in Acrobat (PDF) format.
	B.11	Provide a roster and resumes of <u>key</u> personnel who shall be assigned by the Proposer to perform duties or services under the contract, including any key staff from subcontractors. The following eleven Proposer roles will be considered key personnel for this project:

♦ Project Manager;

♦ Deputy Project Manager;

♦ Payroll/HR Configuration Manager;

♦ Financial/Procurement Configuration Manager;

♦ Technical Manager;

♦ Two Configuration Leads under the Payroll/HR Configuration Manager;

♦ Two Configuration Leads under the Financial Procurement Configuration Manager;

♦ One Technical Lead under the Technical Manager; and,

♦ One Training/Change Management Manager in the Enterprise Readiness area.

The State expects that all of these key personnel will be dedicated full-time to the project. Note that the eleven roles listed above may be more than ten people, depending on how the Proposer chooses to staff the roles. If, for example, the Proposer recommends two Proposer staff in the Payroll/HR Lead position, one for Payroll and one for HR, then both of those people would be considered key personnel under the contract (and there would be twelve key staff under the contract provisions). Proposer may not propose any one person to fill more than one key position listed above.

Provide in a table format the following information for these key personnel, and for any other Proposer personnel that the Proposer wishes to present as part of its response:

♦ Name;

♦ Title;

♦ Role (specific work to be performed);

♦ Brief description (75 words or less) of qualifications and relevant experience that makes the proposed individual suitable for his/her designated role on this project;

♦ Estimated number of hours by State fiscal year under the contract; and,,

♦ The individual's employment status (employee, contractor, etc.) and tenure with proposing firm.

In addition, provide detailed professional resumes for all staff members presented above.

All Proposer personnel assigned to this project will be subject to the States' approval, including those submitted as part of the proposal. Upon their approval by |

Proposal Page # (to be completed by Proposer)		Qualifications & Experience Items
		the State, the State and the Proposer will agree to designate as key personnel the specific members of the project team who in the roles listed above. Specific conditions and requirements will apply to key personnel as stated in Section A.14.b of RFP Attachment 6.1, *Pro Forma* Integrator Contract.
	B.12	Provide a statement of whether the Proposer intends to use subcontractors (the State considers the Primary Software Vendor a subcontractor, and therefore the Primary Software Vendor will be included here), and provide the following information in a table format: ♦ A concise list of all vendors participating in the proposal response, with designation of which vendor is the Prime Vendor (i.e., the Proposer) and which is the Primary Software Vendor; ♦ Brief description of the role that the vendor has in the proposed solution; ♦ Estimated percentage value of the total contract that this vendor represents (<u>do not provide any dollar amounts,</u> only percentage estimates); and ♦ Contact information for each vendor, including name of principal contact(s) for that vendor, address, phone number, fax number and email address. Also, this section must include a letter of authorization from each subcontractor on the subcontractors' business letterhead and addressed to the Prime Vendor, attesting to the fact that the subcontractor has read the proposal and will provide the products or services represented therein and authorizing the Prime Vendor to include that subcontractor in the proposal response. The letter must be signed and dated by an official authorized to make binding agreements for the subcontractor. By its inclusion in the response, the Prime Vendor agrees to accept full responsibility for the performance of any subcontractor under this contract, including its products, services and deliverables.

	B.13	Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:
		
		 ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises
		
		 ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information
		
		   o contract description and total value
		
		   o contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability)
		
		   o contractor contact and telephone number
		
		 ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:
		
		   o participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)
		
		   o descriptions of anticipated contracts

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	o names and ownership characteristics (*i.e.*, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability ***Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive experience and qualifications of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.***
	B.14 Provide three customer references for the Proposer, and three customer references for the Primary Software Vendor. At least one of the references for the Primary Software Vendor and at least one for the Proposer must be for an implementation of an ERP system (including integrated financial management, procurement and human resources / payroll functionality) that is in production for a U.S. state, county or city with total annual expenditures of $12 billion or more (capital inclusive) and at least 25,000 employees. Note that the references described in the preceding sentence do not have to be for the version of the ERP software that the vendor is proposing. Additionally, the Proposer must have been the primary provider of implementation services for at least one of the references. Furthermore, at least one of the references for the Primary Software Vendor must be from a public sector environment in which the proposed version of the ERP software (including integrated financial management, procurement and human resources / payroll functionality) is currently in production (see RFP Attachment 6.3, section A, subsection A.5). For the ERP software, "public sector environment" includes a city, county or state government or a public or private higher education institution. It is preferred but not required that the other references be for implementations similar in size and scope to the proposed project with the State of Tennessee. All references must be production systems in operation, not implementations that are still in progress. To verify the expenditures for U.S. states, the State will use as a reference the 2003 State Expenditure Report from the National Association of State Budget Officers (NASBO). Proposers may view the report at the following link: http://www.nasbo.org/Publications/PDFs/2003ExpendReport.pdf Refer to page 15 of that publication, "Table 1 – Total State Expenditures – Capital Inclusive." Use the column marked "Total" under "Actual Fiscal 2003." To verify the number of employees for U.S. states, the State will use as a reference the 2004 Fiscal Survey of States from the same organization. Proposers may view the report at the following link: http://www.nasbo.org/Publications/fiscalsurvey/fsfall2004.pdf Refer to page 38 of that publication, "Table A-6 - Number of Filled Full-Time Equivalent Positions at the End of Fiscal 2003 to Fiscal 2005, in All Funds." Use the column titled, "Fiscal 2003."

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaires to be used, as RFP Attachment 6.16 for the software references and RFP Attachment 6.17 for the services references. **THE PROPOSER MUST USE THESE FORMS, OR EXACT DUPLICATES THEREOF**. The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference check questionnaires, and for including them within the original copy of the Proposer's sealed Technical Proposal. To obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly: 1. Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.16 or 6.17. 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed; **3.** Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. **After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer.** The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal. **4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not </u>open them.** Instead, the Proposer will enclose all of unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the original copy of its Technical Proposal. Therefore, when the State reviews the marked original copy of the Technical Proposal, the State will find a clearly labeled envelope enclosed or attached, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. **<u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE</u>.** 6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information. Each completed questionnaire must include: ▪ the Proposer's name; ▪ the Reference's organization name;

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	- the name of the person responding; - the signature of the person responding; - the title of the person responding; - the telephone number and email contact of the person responding; - the date the reference form was completed; and responses to numbered items in RFP Attachment 6.16 and 6.17. ***Each evaluator will generally consider the results of reference inquiries by the State regarding all references provided.***
	B.15-A The Proposer shall answer the following question only as it pertains to those projects on which the Proposer acted as integrator and used the software solution being proposed in response to this RFP. Indicate the number of projects on which the Proposer integrated the product listed below with the proposed software solution. Please duplicate the following table and check the appropriate box:

Product Name	Never	1-2	3-5	6+
GroupWise email	☐	☐	☐	☐
FileNet Document Management	☐	☐	☐	☐
Environment Systems Research Institute (ESRI) ArcIMS, ArcInfo, and ArcView GIS	☐	☐	☐	☐

B.15-B With regard to the Primary Software Vendor, answer the following question as it pertains only to those projects on which the Primary Software Vendor's proposed solution was used with the products listed below. Indicate the number of such projects where the proposed solution from the Primary Software Vendor has been integrated with the products listed below. Please duplicate the following table and check the appropriate box:

Product Name	Never	1-2	3-5	6+
GroupWise email	☐	☐	☐	☐
FileNet Document Management	☐	☐	☐	☐
Environment Systems Research Institute (ESRI) ArcIMS, ArcInfo, and ArcView GIS	☐	☐	☐	☐

(Maximum Section B Score = 100)

INITIAL SCORE *(for all Section B items above, B.1 through B.15)***:**	

BAFO SCORE (for all Section B items above, B.1 through B.15):	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	
EVALUATOR NAME:	**DATE:**
EVALUATOR SIGNATURE:	

SECTION C.a — TECHNICAL APPROACH, PART A

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	*1 = poor*	*2 = fair*	*3 = satisfactory*	*4 = good*	*5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items		Item Weight	State Use ONLY			
				Initial		BAFO	
				Score	Weighted Score	Score	Weighted Score
	C.a.1	Provide an Executive Summary of the Proposer's offer. The executive summary must be no more than ten (10) pages, on single-sided pages in type no smaller than 10 point, and must provide a concise summarization of the products and services being proposed to meet the State's requirements, the planned approach to providing the services, and documentation as to why the software and services vendors assembled for this proposal are best qualified to perform this engagement. (*Reminder: do not provide any cost information in this section*.)	20				
	C.a.2	Respond to RFP Attachment 6.10, Software Specifications. For each section in RFP Attachment 6.10 listed below, Proposer must show the text of the section from RFP Attachment 6.10, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP					

Proposal Page # (to be completed by Proposer)	Technical Approach Items		Item Weight	State Use ONLY			
				Initial		BAFO	
				Score	Weighted Score	Score	Weighted Score
	Attachment 6.10 are informational. The total response to RFP Attachment 6.10 must be no more than one hundred (100) pages long.						
	C.a.2.1	RFP Attachment 6.10, Section 6.10.2.2.1, Overview of Software Solution	5				
	C.a.2.2	RFP Attachment 6.10, Section 6.10.2.2.2, Human Resources/Payroll Functionality	5				
	C.a.2.3	RFP Attachment 6.10, Section 6.10.2.2.3, Financial Management Functionality	5				
	C.a.2.4	RFP Attachment 6.10, Section 6.10.2.2.4, Procurement/Logistics Functionality	5				
	C.a.2.5	RFP Attachment 6.10, Section 6.10.2.2.5, Integration Between Applications and Modules	10				
	C.a.2.6	RFP Attachment 6.10, Section 6.10.2.2.6, Module Descriptions	20				
	C.a.2.7	RFP Attachment 6.10, Section 6.10.2.3.1, System Interfaces	5				
	C.a.2.8	RFP Attachment 6.10, Section 6.10.2.3.2, Import/ Export	5				
	C.a.2.9	RFP Attachment 6.10, Section 6.10.2.3.3, System Integrity	5				
	C.a.2.10	RFP Attachment 6.10, Section 6.10.2.3.4.1, Best Business Practices/ Process Reengineering Required	10				
	C.a.2.11	RFP Attachment 6.10, Section 6.10.2.3.4.2, Workflow Capabilities	10				

Proposal Page # (to be completed by Proposer)	Technical Approach Items		Item Weight	State Use ONLY			
				Initial		BAFO	
				Score	Weighted Score	Score	Weighted Score
	C.a.2.12	RFP Attachment 6.10, Section 6.10.2.3.4.3, Drill Down	**10**				
	C.a.2.13	RFP Attachment 6.10, Section 6.10.2.3.4.4, Audit Trail Capabilities	**10**				
	C.a.2.14	RFP Attachment 6.10, Section 6.10.2.3.4.5, Chart of Accounts Flexibility	**15**				
	C.a.2.15	RFP Attachment 6.10, Section 6.10.2.3.4.6, Online Help	**5**				
	C.a.2.16	RFP Attachment 6.10, Section 6.10.2.3.4.7, Security	**10**				
	C.a.2.17	RFP Attachment 6.10, Section 6.10.2.3.4.8, Report Writers	**10**				
	C.a.2.18	RFP Attachment 6.10, Section 6.10.2.3.4.9, Analytical Reporting Environment	**5**				
	C.a.2.19	RFP Attachment 6.10, Section 6.10.3.1, Upgrade Process	**5**				
	C.a.2.20	RFP Attachment 6.10, Section 6.10.3.2, Fixes and Patches	**5**				
	C.a.2.21	RFP Attachment 6.10, Section 6.10.3.3, Non-State Standard Applications	**5**				
	C.a.2.22	RFP Attachment 6.10, Section 6.10.3.4 Software Distribution	**5**				
	C.a.2.23	RFP Attachment 6.10, Section 6.10.4, Software Maintenance and Support	**10**				
	C.a.2.24	RFP Attachment 6.10, Section 6.10.5, Future Direction	**35**				

Proposal Page # (to be completed by Proposer)	Technical Approach Items		Item Weight	State Use ONLY			
				Initial		BAFO	
				Score	Weighted Score	Score	Weighted Score
	C.a.2.25	RFP Attachment 6.10, Section 6.10.6.1, American with Disabilities (ADA) Compliance	**20**				
	C.a.2.26	RFP Attachment 6.10, Section 6.10.6.2, List of Key Reports	**15**				
	C.a.3	Respond to RFP Attachment 6.12, Implementation Services Specifications. For each section in RFP Attachment 6.12 listed below, Proposer must show the text of the section from RFP Attachment 6.12, followed by the Proposer's response. Only the listed sections require a response; other sections in RFP Attachment 6.12 are informational. The response to RFP Attachment 6.12 must be no more than one hundred (100) pages long.					
	C.a.3.1	RFP Attachment 6.12, Section 6.12.1.1, Project Manager	**10**				
	C.a.3.2	RFP Attachment 6.12, Section 6.12.1.2, Project Management Methodology	**30**				
	C.a.3.3	RFP Attachment 6.12, Section 6.12.1.3, Project Work Plan	**25**				
	C.a.3.4	RFP Attachment 6.12, Section 6.12.1.4, Project Controls, Standards, and Procedures	**10**				
	C.a.3.5	RFP Attachment 6.12, Section 6.12.1.5, Risk Management Plan and Procedures	**10**				
	C.a.3.6	RFP Attachment 6.12, Section 6.12.1.6, Service Transition	**5**				
	C.a.3.7	RFP Attachment 6.12, Section 6.12.2, Software Installation, Testing and Tuning	**10**				

Proposal Page # (to be completed by Proposer)	Technical Approach Items		Item Weight	State Use ONLY			
				Initial		BAFO	
				Score	Weighted Score	Score	Weighted Score
	C.a.3.8	RFP Attachment 6.12, Section 6.12.3, Business Process Design and Software Configuration	**10**				
	C.a.3.9	RFP Attachment 6.12, Section 6.12.4.1, Reports Analysis and Development	**10**				
	C.a.3.10	RFP Attachment 6.12, Section 6.12.4.2, Enhancements and Modifications	**10**				
	C.a.3.11	RFP Attachment 6.12, Section 6.12.4.3, Interface Development	**10**				
	C.a.3.12	RFP Attachment 6.12, Section 6.12.4.4, Data Conversion	**10**				
	C.a.3.13	RFP Attachment 6.12, Section 6.12.4.5, Workflow Configuration	**10**				
	C.a.3.14	RFP Attachment 6.12, Section 6.12.4.6, Security Configuration	**10**				
	C.a.3.15	RFP Attachment 6.12, Section 6.12.5, Training and Documentation	**10**				
	C.a.3.16	RFP Attachment 6.12, Section 6.12.6, Cultural Change Management	**10**				
	C.a.3.17	RFP Attachment 6.12, Section 6.12.7, Deployment Support	**10**				
	C.a.3.18	RFP Attachment 6.12, Section 6.12.8, Post Implementation Support	**10**				
	C.a.3.19	RFP Attachment 6.12, Section 6.12.9.1, Lessons Learned	**20**				
	C.a.3.20	RFP Attachment 6.12, Section 6.12.9.2, Transportation	**10**				

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Item Weight	State Use ONLY			
			Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.a.3.21 RFP Attachment 6.12, Section 6.12.9.3, Insurance Administration	**10**				

Total INITIAL Raw Weighted Score: *(sum of Raw Weighted Scores above)*	

Total Initial Raw Weighted Score ─────────────────────── Maximum Possible Raw Weighted Score *(i.e., the sum of item weights above)*	**X 100** *(maximum section score)*	**= INITIAL PART A SCORE:**	

Total BAFO Raw Weighted Score: *(sum of Raw Weighted Scores above)*	

Total BAFO Raw Weighted Score ─────────────────────── Maximum Possible Raw Weighted Score *(i.e., the sum of item weights above)*	**X 100** *(maximum section score)*	**= BAFO PART A SCORE:**	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	

EVALUATOR NAME:		DATE:	

EVALUATOR SIGNATURE:	

SECTION C.b — TECHNICAL APPROACH, PART B

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	*1 = poor*	*2 = fair*	*3 = satisfactory*	*4 = good*	*5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY				
		Item Weight	Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.b.1 Respond to RFP Attachment 6.11, State Technical and Architectural Requirements. For each of the following listed sections/sub-sections in RFP Attachment 6.11, Proposer must show the text of the section from RFP Attachment 6.11, followed by the Proposer's response as defined in the section or the Evaluation Manual.					
	C.b.1.1 RFP Attachment 6.11, Section 6.11.1, Architecture: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.2 RFP Attachment 6.11, Section 6.11.2, Security Standards and Policies: The Proposal must contain the response indicated in the section.	10				

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Item Weight	State Use ONLY			
			Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.b.1.3 RFP Attachment 6.11, Section 6.11.2.1.1, Data confidentiality: The Proposal must contain the response indicated in the section.	5				
	C.b.1.4 RFP Attachment 6.11, Section 6.11.2.1.2, Data integrity: The Proposal must contain the response indicated in the section.	5				
	C.b.1.5 RFP Attachment 6.11, Section 6.11.2.1.3, Data reliability: The Proposal must contain the response indicated in the section.	5				
	C.b.1.6 RFP Attachment 6.11, Section 6.11.2.1.4, Data availability: The Proposal must contain the response indicated in the section.	5				
	C.b.1.7 RFP Attachment 6.11, Section 6.11.2.1.5, Physical and environmental control: The Proposal must contain the response indicated in the section.	5				
	C.b.1.8 RFP Attachment 6.11, Section 6.11.2.1.6, Application audit capabilities: The Proposal must contain the response indicated in the section.	5				
	C.b.1.9 RFP Attachment 6.11, Section 6.11.2.1.7, Change management and configuration management: The Proposal must contain the response indicated in the section.	5				
	C.b.1.10 RFP Attachment 6.11, Section 6.11.2.2, Acceptable Use Policy and Acceptable Use Agreement: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Item Weight	State Use ONLY			
			Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.b.1.11 RFP Attachment 6.11, Section 6.11.4.1, Virus Protection: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.12 RFP Attachment 6.11, Section 6.11.4.2, Electronic Mail (Email): The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.13 RFP Attachment 6.11, Section 6.11.4.2.1, Email system interoperability: The Proposal must contain the response indicated in the section.	10				
	C.b.1.14 RFP Attachment 6.11, Section 6.11.4.3, Document Management/Document Imaging/Workflow: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.15 RFP Attachment 6.11, Section 6.11.4.3.1, Document Management/Document Imaging/Workflow interoperability: The Proposal must contain the response indicated in the section.	10				
	C.b.1.16 RFP Attachment 6.11, Section 6.11.4.4, Geographic Information System (GIS): The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.17 RFP Attachment 6.11, Section 6.11.4.4.1, GIS interoperability: The Proposal must contain the response indicated in the section.	10				
	C.b.1.18 RFP Attachment 6.11, Section 6.11.4.5, State Service Portal: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Item Weight	State Use ONLY			
			Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.b.1.19 RFP Attachment 6.11, Section 6.11.5 Performance Standards and its sub-sections: The Proposal must confirm that the vendor has read, understands, and will comply with the sub-sections.	5				
	C.b.1.20 RFP Attachment 6.11, Section 6.11.5.2.1, Network assumptions: The Proposal must contain the response indicated in the section.	5				
	C.b.1.21 RFP Attachment 6.11, Section 6.11.5.2.2, Citrix requirements: The Proposal must contain the response indicated in the section.	5				
	C.b.1.22 RFP Attachment 6.11, Section 6.11.5.2.3, Minimum server requirements: The Proposal must contain the response indicated in the section.	5				
	C.b.1.23 RFP Attachment 6.11, Section 6.11.5.2.4, Minimum desktop configuration: The Proposal must contain the response indicated in the section.	5				
	C.b.1.24 RFP Attachment 6.11, Section 6.11.5.2.5, Network enhancements: The Proposal must contain the response indicated in the section.	5				
	C.b.1.25 RFP Attachment 6.11, Section 6.11.6, Exception Requests to State Standards: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.26 RFP Attachment 6.11, Section 6.11.6.1.1, Exception Request Approval: The Proposal must contain the response indicated in the section.	10				

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Item Weight	State Use ONLY			
			Initial		BAFO	
			Score	Weighted Score	Score	Weighted Score
	C.b.1.27 RFP Attachment 6.11, Section 6.11.7.1, Software Product Categories: The Proposal must confirm that the vendor has read, understands, and will comply with the section and its sub-sections.	3				
	C.b.1.28 RFP Attachment 6.11, Section 6.11.7.2 and its sub-sections, Software Delivery Strategy Response: The Proposal must describe its strategy in regards to software components and indicate the software category or categories used in the solution as requested in the section. The Proposal must also include the information requested in the sub-sections for each software category or categories utilized in the solution.	25				
	C.b.1.29 RFP Attachment 6.11, Section 6.11.8.1, Application Diagrams: The Proposal must contain the response indicated in the section.	15				
	C.b.1.30 RFP Attachment 6.11, Section 6.11.8.2, Network Diagrams: The Proposal must contain the response indicated in the section.	15				
	C.b.1.31 RFP Attachment 6.11, Section 6.11.8.3, Security Diagrams: The Proposal must contain the response indicated in the section.	15				
	C.b.1.32 RFP Attachment 6.11, Section 6.11.9, Proposed Software/Hardware/Communications Table: The Proposal must confirm that the vendor has read, understands, and will comply with the section.	3				
	C.b.1.33 RFP Attachment 6.11, Section 6.11.9.2, Proposed Software/ Hardware/ Communications Table: The Proposal must contain the response indicated in the section.	25				

	Total INITIAL Raw Weighted Score: *(sum of Raw Weighted Scores above)*	
Total Initial Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., the sum of item weights above)*	**X 50** *(maximum section score)*	**= INITIAL PART B SCORE:**	

	Total BAFO Raw Weighted Score: *(sum of Raw Weighted Scores above)*	
Total BAFO Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., the sum of item weights above)*	**X 50** *(maximum section score)*	**= BAFO PART B SCORE:**	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D

PROPOSER NAME:	
EVALUATOR NAME:	**DATE:**
EVALUATOR SIGNATURE:	

SECTION D — SYSTEM REQUIREMENTS

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). Proposer, as Prime Vendor, shall provide all requested information for the primary software vendor. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. The Evaluators will score each section of the System Requirements, assigning it a score between 0 (zero) and the Maximum Score shown below.

Proposer must provide its responses to this section in the Excel files provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit these files in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."

Proposal Page # (to be completed by Proposer)		Technical Approach Items	State Use ONLY		
			Maximum Score	Evaluator's Initial Score	Evaluator's BAFO Score
	D.1	Respond to the ***Payroll Administration section*** of RFP Attachment 6.8, ERP Functional Requirements. For this section (and all following items in RFP Attachment 6.3, Section D), Proposer must provide its response in the Excel file provided, and must provide both an electronic submission of the file in Excel format, and a printed copy of the same Excel file in its proposal. (Do not submit this file in PDF format.) The permissible responses for each requirement and other required information for submission are shown on the first worksheet of the Excel workbook, "Instructions."	30		
	D.2	Respond to the ***Applicant Services section*** of RFP Attachment 6.8, ERP Functional Requirements.	12		
	D.3	Respond to the ***Benefits Administration section*** of RFP Attachment 6.8, ERP Functional Requirements.	9		
	D.4	Respond to the ***Classification and Compensation section*** of RFP Attachment 6.8, ERP Functional Requirements.	8		

Proposal Page # (to be completed by Proposer)	Technical Approach Items		State Use ONLY		
			Maximum Score	Evaluator's Initial Score	Evaluator's BAFO Score
	D.5	Respond to the *Insurance Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	8		
	D.6	Respond to the *Personnel Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	15		
	D.7	Respond to the *Timekeeping / Leave Accounting section* of RFP Attachment 6.8, ERP Functional Requirements.	15		
	D.8	Respond to the *Training and Employee Development section* of RFP Attachment 6.8, ERP Functional Requirements.	6		
	D.9	Respond to the *Budget Administration section* of RFP Attachment 6.8, ERP Functional Requirements.	22		
	D.10	Respond to the *Accounts Payable section* of RFP Attachment 6.8, ERP Functional Requirements.	12		
	D.11	Respond to the *Accounts Receivable section* of RFP Attachment 6.8, ERP Functional Requirements.	12		
	D.12	Respond to the *Budgetary Control section* of RFP Attachment 6.8, ERP Functional Requirements.	5		
	D.13	Respond to the *Cash Management/Bank Reconciliation section* of RFP Attachment 6.8, ERP Functional Requirements.	6		
	D.14	Respond to the *Cost Allocation section* of RFP Attachment 6.8, ERP Functional Requirements.	6		
	D.15	Respond to the *General Ledger section* of RFP Attachment 6.8, ERP Functional Requirements.	10		
	D.16	Respond to the *Grant Accounting section* of RFP Attachment 6.8, ERP Functional Requirements.	10		
	D.17	Respond to the *Project Management section* of RFP Attachment 6.8, ERP Functional Requirements.	10		

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Maximum Score	Evaluator's Initial Score	Evaluator's BAFO Score
	D.18 Respond to the *Travel section* of RFP Attachment 6.8, ERP Functional Requirements.	2		
	D.19 Respond to the *Purchasing section* of RFP Attachment 6.8, ERP Functional Requirements.	30		
	D.20 Respond to the *Asset Management section* of RFP Attachment 6.8, ERP Functional Requirements.	5		
	D.21 Respond to the *Fleet Management section* of RFP Attachment 6.8, ERP Functional Requirements.	4		
	D.22 Respond to the *Inventory Management section* of RFP Attachment 6.8, ERP Functional Requirements.	4		
	D.23 Respond to the *Plant Maintenance section* of RFP Attachment 6.8, ERP Functional Requirements.	4		
	D.24 Respond to RFP Attachment 6.9, ERP General System Requirements.	5		

INITIAL MAXIMUM POINTS POSSIBLE = 250		

BAFO MAXIMUM POINTS POSSIBLE = 250		